



## Definitions

**"Academic Bundle"** means a Bundle which is licensed to an accredited education institution solely for educational use, teaching and individual student or faculty non-funded research purposes in Non-Production. Use in Production, or for the purpose of funded research or for any classes offered electronically via the internet or otherwise (i.e.: "on-line" classes) is prohibited. For the purposes of an Academic Bundle, Customer may provide access to the Software products by students who are Named Users, subject to such Named Users agreeing to be bound by terms at least as protective of Licensor as the terms of this Agreement.

**"Agreement"** means the (i) Master Terms, (ii) supplemental terms (iii) other documents posted on Licensor's website or other URL which are expressly incorporated therein by reference and (iv) Order Forms.

**"Affiliates"** means entities, regardless of corporate status, controlled by, controlling or under common control with Licensor or Customer, respectively, or officers, directors, shareholders, employees or agents of any of the foregoing.

**"Application Instance"** means, for TIBCO® Cloud Integration, a single instance of one of the application types that TIBCO Cloud Integration supports, including, but not limited to, Mock, Microflow, and Integration applications. For TIBCO® Cloud Live Apps, an "Application Instance" means a single instance of an application created within the TIBCO Live Apps design-time user interface which also shows a count of the current number of licensed application instances consumed. For *TIBCO Cloud Integration - Hybrid Plan*, *TIBCO Integration*, *TIBCO BusinessWorks Enterprise*, *TIBCO Flogo Enterprise*, please refer to *Product Documentation* located at <https://integration.cloud.tibco.com/docs/subscriptions/index.html>.

**"API"** means a Web Service requiring separately configured and distinct application services deployed on Licensor's platform ("distinct" in that it requires its own reporting system or configuration, developer access key database, inbound or outbound URL, and/or community site instance, or is served by or under a separate legal entity, company business unit, publishing group, product brand or application).

**"API Call"** For TIBCO® GeoAnalytics Builder, "API Calls" means a request sent to the TIBCO® GeoAnalytics Builder. Each time a request is sent an API Call is counted.

**"API Gateway"** means a high performance application programming interface ("API") switch running in one data center with its own configuration and administrative domain but sharing the API call capacity and API analytics service of an exchange.

**"Authorized User"** means Customer's employees, contractors, or consultants who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement.

**"Base Pack"** means, for TIBCO® Nimbus Service, 1 Production Environment of TIBCO® Nimbus Cloud, 5 Author Named User, 20 Contributor Named User and 20GB of storage. For TIBCO® Nimbus, a "Base Pack" means 5 TIBCO® Author Named Users and 20 TIBCO® Contributor Named Users for use in the Customer's Production TIBCO® Nimbus Environment.

**"Bundle"** means a collection of Software, listed in either Licensor's price book or the Bundle bills of material located at <http://www.tibco.com/software/bundle-bill-of-materials.jsp>, to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Software which comprises a Bundle must be used in accordance with any specific license restrictions imposed in this Agreement and solely in conjunction with the components of the Bundle; provided that a Bundle component may be accessed by or communicate with other Software separately licensed by Customer. In no event may the Software which comprises a Bundle be used on a standalone basis. A "Bundle" is sold at a discount to the cost of licensing the individual components due to the restrictions imposed on the use of the Bundle by this section and any specific license restrictions imposed by this Agreement. If the terms of this Agreement with regard to a Bundle are breached, and such breach is not cured within ten (10) days of Licensor notifying Customer in writing of the breach, Licensor shall be entitled to invoice Customer for the list price of the individual components of the Bundle based upon the manner in which Customer has deployed and is making use of the components. In addition to the foregoing, where Bundle is used as the Unit type, Customer's use is limited to the Number of Units and Unit type for each component which comprises the Bundle, as set forth in the bill of material for such Bundle.

**"CCE Administrative License Fee"** means a one-time license fee to be paid to Licensor to cover its costs to support Customer's use of applicable Licensor Software in one or more Cloud Computing Environments. The administrative license fee shall equal a percentage of the cumulative license fees (Perpetual or Subscription fees) paid to Licensor for the Licensor Software under the applicable Agreement, plus an annual Maintenance fee, if applicable, calculated by multiplying the administrative license fee by the Maintenance rate applied to the Licensor Software under the applicable Agreement.

**"Cloud Computing Environment"** means a virtual, cloud-based networking solution managed / maintained by Customer or by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances. Use of Licensor Software in a Cloud Computing Environment shall be governed, among other things, by the TIBCO Cloud Computing Environment Licensing Policy (the "CCEL Policy").

**"Cloud Service"** means a single or Multi tenancy software service available via the internet and is provided pursuant to the Cloud Service Terms that are incorporated herein. Customer's use of the Cloud Service is expressly limited to Authorized Users up to the maximum



Number of Units stated in an Order Form. If the Cloud Service requires Customer to download Software to use the Cloud Service, then such Software is licensed to Customer for the same Term as the Cloud Service on a Subscription basis under the Master Terms.

"**Cloud Services**" refer to the Cloud Service definition.

"**Cold Standby**" means an operational environment into which the licensed Software has been installed, and the software components are not started until the primary node fails.

"**Concurrent Users**" means the number of Authorized Users that are simultaneously logged in to the Software at any single point in time.

"**Confidential Information**" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Software, Materials, individual contact information provided by either party or related performance test results derived by Customer, including but not limited to benchmark test results, Protected Data and Output.

"**Connected Processor**" means any Processor that produces information consumed by the relevant Software product (excluding processors on devices such as routers, switches, proxies, HTTP or application servers configured to substantially pass-through information or messages to Software). For TIBCO Hawk® or any other Software not contained herein, please refer to the Documentation.

"**Connection**" means any network link or session established with Software, directly or indirectly to any other entity, including but not limited to software, firmware or hardware. For TIBCO Rendezvous® and TIBCO SmartSockets®, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveSpaces®, "Connection" means any session established directly or indirectly to a TIBCO ActiveSpaces® Metaspace cluster instance. For TIBCO DataSynapse Federator™, "Connection" means a web service session established to a TIBCO Silver® Fabric Manager Instance or a TIBCO Silver® Fabric Manager Instance; for TIBCO DataSynapse™ Analytics or TIBCO® Cloud Analytics, a database session established to a TIBCO DataSynapse GridServer® Broker reporting database or TIBCO Silver® Fabric Manager reporting database; and for TIBCO® Data Quality Service Engine Named Application, any link or session established directly or indirectly (through any other middleware application) which calls to a named third party software application. For TIBCO eFTL™, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveMatrix BusinessWorks™ Express, "Connection" means a single non-HTTP link or session established directly or indirectly between a TIBCO ActiveMatrix BusinessWorks™ Express operating system process and any other software, including but not limited to: Software, third party software applications, databases, mail servers, file servers, messaging systems and data grids, whether the other software is deployed on-premises or as an internet based computing service. For TIBCO Cloud™ Messaging, "Connection" means any network protocol link established with such Software.

"**Connector**" means a named Suite Component that provides a link to an application or a technology. For TIBCO® Cloud Integration, Connector means the plug-ins available in TIBCO Business Studio – Cloud Edition that are built by TIBCO Software Inc.

"**Consulting Services**" means installation, configuration, training or other professional or support services.

"**Consumer Price Index**" means (unless otherwise set forth in this Agreement or an Order Form) the United States Department of Labor-Consumer Price Index for All Urban Consumers (CPI-U).

"**Contact**" means a Customer contact person who interfaces with TIBCO's support personnel.

"**Container**" means an isolated operating system environment on which the Software is licensed to run, that can be limited in terms of CPU, memory and disk usage as well as network access.

"**Core**" means, for TIBCO® Jaspersoft only, an individual processor within a CPU.

"**CPU**" means a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as one (1) CPU. This definition pertains solely to the TIBCO LogLogic Product Line and does not affect, nor is it affected by, the Processor Unit Type or Processor counting policy.

"**Customer Application**" means the ISV Customer or SaaS Customer software or hardware set forth in an Order Form.

"**Data Domain**" means for TIBCO® Cloud MDM a set of repositories required to manage data for a common data domain.

"**Data Record**" means data that is received by Licensor from the Customer, Customer's authorized vendor, Affiliates, or other designees that is populated from information provided by Customer or Shopper as a result of transactions (such as from point-of-sale or e-commerce systems), events (such as a website or kiosk log-in), information associated with custom data attributes as specified by Customer, or responses to Customer's custom questions in the Subscription service.

"**Dedicated**" means a named Customer contact person who interfaces with TIBCO's support personnel.

"**Delivery Date**" means (i) for Equipment and Software that is loaded on the Equipment, delivery is when the Equipment is initially delivered to a common carrier of TIBCO's choice; (ii) for physical delivery of Software without Equipment, delivery is the date on which the Software, as contained in a physical media format, is initially delivered to a common carrier of TIBCO's choice, unless stated otherwise;



(iii) for Software electronic delivery, the date on which the Software and license keys, if applicable, are initially made available to Customer electronically.

**"Developer"** means a Named User authorized to use the Software to develop or configure projects, applications, or other software on a computer or on one or more Virtual Machines accessible only by the Developer.

**"DevTest"** means a License Type for the Software which includes 2 Units of Test and 5 Developers. For the TIBCO Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product and for any TIBCO Spotfire® product licensed by Named User, each Unit of DevTest means 1 Developer and/ or 1 Named User for Test.

**"Documentation"** means text material that accompanies an item of Software, as updated by Licensor from time to time, describing how to make use of that software.

**"Embedded/Bundled"** means Software which embeds or bundles other Software. Use of such embedded or bundled Software is solely to enable the functionality of the Software licensed under this Agreement, and may not be used or accessed by any other Software, or for any other purpose.

**"Enterprise"** means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Software, where the Number of Units is identified as Enterprise in the Order Form, to be deployed by Customer until the Enterprise Term Expiration Date set forth in the Order Form, (the **"Enterprise Term"**), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Enterprise Term and thereafter, Customer's right to deploy shall not extend to any Extraordinary Corporate Event. Customer hereby agrees to provide Licensor, within sixty (60) days after the end of the Enterprise Term, written notice of the Number of Units deployed at the end of the Enterprise Term by Unit and License Type.

**"Environment"** means for TIBCO Cloud Bus™, a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO Cloud Bus™ components managed by the TIBCO® Silver Fabric Manager Instance. A TIBCO Cloud Bus™ Environment includes one Non-Production Environment for development and testing purposes and one Production Environment. The Non-Production Environment may not be used for hot standby, disaster recovery or high availability. A TIBCO Cloud Bus™ Enterprise or TIBCO Cloud Bus™ Enterprise Plus Production/Non-Production Environment includes one Non-Production Environment for disaster recovery and one Production Environment. For TIBCO® Cloud MDM, "Environment" means a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO® Cloud MDM components managed by the TIBCO Silver Fabric Manager Instance. For TIBCO® Cloud Integration, "Environment" means for TIBCO® Cloud Integration access to the TIBCO® Cloud Integration user interface and is restricted by the number of Application Instances associated for the Environment. For TIBCO Cloud™ Messaging, "Environment" means a single user account which has access to the TIBCO Cloud™ Messaging user interface and is restricted by the number of Connections and Messages associated with the Environment.

**"Equipment"** means a hardware appliance, obtained from or through Licensor, with Software embedded by Licensor, and which is listed on an Order Form under License Type "Lease" or "Purchase". Equipment shall have the same meaning as Software where Software is or has been used elsewhere in this Agreement. Software embedded in the Equipment is licensed solely to enable the Equipment to function in accordance with its Documentation.

**"Error"** means a material failure of the Licensor Software to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Licensor.

**"Exchange"** means a Cloud Service that includes two (2) fully redundant and fault tolerant Production API Gateway instances, one (1) Non-Production API Gateway, one (1) API Analytics Service and a base capacity of 1,000 API Calls per second. A minimum capacity of 1,000 API Calls per second must be maintained on the redundant gateway upon failure of primary gateway. The aggregate capacity of API Calls must be fault tolerant across all available fault tolerant Production API Gateways.

**"Expenses"** means meals, lodging, travel, and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Licensor on behalf of Customer to support the project implementation, with Customer's prior written approval).

**"Extraordinary Corporate Event"** means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

**"Fixed Partitioning"** means a mechanism for allocating processing resources on a multi-Physical Processor machine, such that the Software is limited to running on a fixed isolated subset of the Physical Processor(s), e.g. physical partitioning and fixed (hard) processor affinity.

**"Flogo Application"** means one or more flows using TIBCO Flogo Enterprise and executed as a binary.

**"Flogo® Edge Application"** means a Flogo application that is compiled to a binary from a language other than the Go language (e.g., using C language or Sketch language).



**"Flogo® Flow"** means one or more processes that are part of a Flogo application and that are compiled in Go language and executed as binary.

**"GB RAM"** means total number of Gigabyte's of Random Access Memory (RAM) on one or more servers where the Software is installed or otherwise accessed by Customer. For the foregoing, server(s) means a physical or virtual computer with measurable amounts of RAM.

**"Hosted Services"** refer to the Cloud Service definition.

**"Hot Standby"** means an operational environment into which the licensed Software has been installed, but will not process data or requests. Data from the primary system is mirrored in near real time and both primary and secondary systems have identical data.

**"Instance"** means the smallest functionally-complete copy of Software. For the avoidance of doubt, the various components of one single Instance may be deployed on a single Server or separately spanning multiple Servers. For TIBCO Rendezvous®, "Instance" means a TIBCO Rendezvous® daemon or a TIBCO Rendezvous® client where each daemon or client is an operating system process with a unique process id. A TIBCO Rendezvous® client is a process linking TIBCO Rendezvous® client libraries. For TIBCO Enterprise Message Service™, "Instance" means a TIBCO Enterprise Message Service™ server or a TIBCO Enterprise Message Service™ client where each server or client is an operating system process with a unique process id. A TIBCO Enterprise Message Service™ client is a process linking TIBCO Enterprise Message Service™ client libraries. For TIBCO Web Messaging, "Instance" means a TIBCO Web Messaging gateway, where each gateway is an operating system process with a unique process id. For TIBCO FTL® Enterprise Edition and TIBCO FTL® Community Edition, "Instance" means a process linking TIBCO FTL® client libraries, where each process is an operating system process with a unique process id. For TIBCO ActiveSpaces®, "Instance" means a TIBCO ActiveSpaces® copysset node or a TIBCO ActiveSpaces® client where each copysset node or client is an operating system process with a unique process id. A TIBCO ActiveSpaces® client is a process linking TIBCO ActiveSpaces® client libraries. For TIBCO Spotfire Cloud Enterprise™ "Instance" is defined as one Production environment with the following components: a single Spotfire Web Player instance running on a machine with 4 Processors and 30 GB Memory, a single Automation Services instance running on a machine with 4 Processors and 30 GB Memory, a single Spotfire Server running on a machine with 1 Processor and 7.5 GB Memory, a single Statistics Services environment running on a machine with 1 Processor and 7.5 GB Memory, 500 GB of Spotfire Library storage, Cloud Managed Services: system provisioning, custom domain configuration, TLS/SSL configuration, VPN data tunneling configuration to the customer data center, monitoring, logging, system back up, security updates, software and version upgrades. For eFTL, an "Instance" is any process linking the non-mobile TIBCO eFTL C/Java/.NET client libraries, where each process is an operating system process with a unique process id. For TIBCO® Messaging – Enterprise Edition Pack, Instance means an operating system process utilizing the TIBCO Enterprise Message Service C/Java/.NET APIs or a Windows/Linux/Mac process utilizing the TIBCO FTL C/Java/.NET APIs or non-mobile TIBCO eFTL C/Java/.NET APIs.

**"IoT Device"** means a physical device capable of directly connecting to sensors and/or actuators or a remotely located device with network connectivity, limited compute power and storage.

**"ISV Customer"** means a Customer who is an independent software vendor and is designated as an ISV Customer in an Order Form.

**"ISV Pack"** means a specified number of copies of the TIBCO Jaspersoft Software that Customer has the right to distribute to an End User as part of a Customer Application

**"Lease"** means the right to use Equipment for the Lease Term.

**"Lease Term"** means a period of one (1) year from the Order Form Effective Date, unless stated otherwise in the Order Form.

**"License Type"** means the environment(s) in which the Software may be used (including without limitation, Production and/or Non-Production, or Cloud Service).

**"Licensor"** means the TIBCO Affiliate identified in an Order Form, or otherwise in the Licensor Chart located at [http://www.tibco.com/multimedia/purchase-order-guidelines\\_tcm8-5446.pdf](http://www.tibco.com/multimedia/purchase-order-guidelines_tcm8-5446.pdf)

**"Licensor Marks"** means Licensor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features

**"Licensor Software"** means the object code version (or, in the case of a Cloud Service a machine and or disk image) of the Licensor's product on all supported Platforms then currently available, including Documentation and any subsequent Updates provided under Maintenance. Licensor Software excludes Third Party Software.

**"Maintenance"** means the provision of Updates and technical support services to resolve defects according to problem severity pursuant to current support and severity levels set forth in the Service Level Guide. Unless otherwise stated in an Order Form, Customer is entitled to the lowest support level available from Licensor for the applicable Software.

**"Managed Endpoints"** means the number of Processors running instances of TIBCO ActiveMatrix BusinessWorks™ or other third party service implementations (e.g. Java or .NET components) that are being managed by TIBCO ActiveMatrix® Policy Manager.

**"Master Terms"** means the Software license and services terms located at <http://terms.tibco.com/#master-terms>.



**"Materials"** means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Licensor during the performance of Consulting Services which incorporates, reinforces or is used to apply Licensor's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Output.

**"Message"** means for TIBCO Cloud™ Messaging any inbound or outbound message transmitted through such Software.

**"Mobile Instance"** means any browser/mobile client using TIBCO eFTL JavaScript, Node.js, Android Java, Go, iOS Objective-C or Windows Mobile .NET client libraries; For TIBCO® Messaging – Enterprise Edition Pack, "Mobile Instance" means any browser/mobile client using the TIBCO eFTL JavaScript, Node.js, Android Java, GoLang, iOS Objective-C or Windows Mobile .NET APIs.

**"Module"** means Software that is licensed to add functionality or capabilities in conjunction with an underlying Software product and may only be used in conjunction with the relevant underlying Software product. So long as Customer holds a valid license in the underlying Software product, Customer may use a reasonable number of copies of the Module to support the same business as the underlying Software product, but subject to any applicable site, Project or other business limitations or restrictions applicable to the underlying Software product. Customer's right to utilize Modules shall terminate automatically upon termination of the license in the underlying Software product.

**"MSU"** means Millions of Service Units per hour, based on the then current MSU rating established by IBM for IBM and IBM compatible hardware which is used for software pricing (not necessarily a direct indication of relative processor capacity) as set forth in IBM's generally available Large System Performance Reference.

**"Multi-tenant"** means an environment using the same Software and interfaces to configure resources and isolate Customer-specific traffic and data.

**"Named Contact"** means a named Customer contact person who interfaces with Licensor's support personnel.

**"Named User"** means an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Software, regardless of whether or not the individual is actively using the Software at any given time. An individual shall only be designated as a Named User on the earlier of a) he or she is authorized by Customer to access the Software or b) once he or she has accessed the Software. In the case of TIBCO Formvine®, identifiable individuals will be counted as Named Users in accordance with the TIBCO Formvine® Software product Documentation. In the case of TIBCO® Nimbus, Named Users account types are further defined in the TIBCO® Nimbus Software Documentation in the section entitled "Summary of User Rights".

**"Non-Production"** means a non-operational environment into which the Software may be installed, which is not processing live data, which is not running any operations of the Customer and which has not been deployed to permit any users to access live data. Non-Production environments include development, hot standby, high-availability, and test environments.

**"Number of Units"** means for each Order Form the entitlement to the Software and for multiple Order Forms, collectively, the cumulative entitlement to each of the Software as designated and/or defined in applicable Order Forms, and including, if applicable, the current number of deployed Units as reported by Customer upon expiration of a Project or Enterprise Term.

**"Order Form"** means any written order, whether in physical or electronic format, for Software or services, including a Purchase Order, Work Order, statement of work, on-line orders, or other form of an ordering document delivered to or made available to Licensor through a medium or channel approved by Licensor, which is subject to, and incorporates by reference, the Agreement or other terms negotiated by the parties.

**"Orders"** mean the total number of unique transactions submitted, stored in and counted by the applicable Software product during a period. Unless otherwise agreed, this period shall equal one (1) year from the Effective Date. The number of Orders shall reset to zero on each anniversary of the Effective Date. In no event shall the total number of Orders during a one (1) year period exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

**"Output"** means Confidential Information of Customer that has been input in the Materials or which is accessed and used as part of, or through Customer's use of the Software, including, but not limited to, data files, images, hyperlinks and written text that Customer or Customer's users, create, transmit, submit or display for Customer's use of the Software.

**"Pack"** means for TIBCO™ Nimbus Maps, 5x Named Users (Mapper) and 100x Named Users (Team Member); For TIBCO® BPM Suite, "Pack" means 20 Developers and Unlimited Named Users for Test; for TIBCO LiveView™ Add-on for TIBCO BusinessEvents® Enterprise Edition, "Pack" means 5x Named Users (TIBCO LiveView™ Web) and 1 Instance (TIBCO® Live Datamart); for TIBCO® Messaging – Enterprise Edition Pack, "Pack" means either one Instance or 100 Mobile Instances. For TIBCO BusinessWorks™ Enterprise, TIBCO® IOT App Engine (IOTA™), TIBCO Flogo® Enterprise, TIBCO ActiveMatrix BusinessWorks™ Plug-ins, TIBCO Cloud™ Integration, TIBCO Flogo® Connector, TIBCO Integration and TIBCO Data Science - Operations, or any other Software not contained herein, please refer to the Documentation.

**"Perpetual"** means an on premise license to Software, where Maintenance fees are in addition to the Software license fees and the right to use the Software is for an indefinite period of time, unless applicable law renders a perpetual license invalid, in which case, "Perpetual" means the right to use the Software for a period of ninety-nine (99) years from the Order Form Effective Date.



**"Physical Processor"** means the smallest physical electronic circuit which is capable of reading and executing computer programs and providing results as output e.g. a CPU (socket), core, or thread.

**"Platform"** means for each discrete Software product, the operating system, hardware and/or environments (whether a Cloud Service, virtual or physical), upon which each product is supported, as set forth in its Documentation, or as specifically identified in the Software product name.

**"Postal Directory"** means a copy of the applicable product installed on a single Server.

**"Processor"** means a licensing Unit type for the Software, based on the count of Virtual and/or Physical Processors as described in (i) the TIBCO Processor Licensing Policy located at <https://terms.tibco.com/#processor-licensing> and/or (ii) the TIBCO Cloud Computing Environment Licensing Policy located at <https://terms.tibco.com/#ccel-policy>.

**"Processor Bundle"** means the Number of Units as determined by the number of Processors on which the Software licensed as a Bundle is licensed to run.

**"ProdPlus"** means a License Type for the Software which includes 1 Unit of Production or Hot Standby, 4 Units of Test, 5 Developers, and unlimited number of Units of Warm or Cold Standby. For the TIBCO® Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product licensed by Named User, and for any TIBCO Spotfire® product licensed by Named User, each Unit of ProdPlus includes 1 Named User for use in any environments, or any other Software not contained herein, please refer to the Documentation

**"Production"** means an operational environment into which the licensed Software has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data.

**"Product Lines"** means sets of products and services determined by Licensor from time to time that are (a) attributed to a particular Licensor product family, or (b) made available under separate purchase or license models, in the case of either (a) or (b), as set forth in a Licensor product family's then current list price.

**"Project"** means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Software, where the Number of Units is identified as Project in the Order Form, to be deployed by Customer until the Project Term Expiration Date set forth in the Order Form, (the **"Project Term"**), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Project Term and thereafter, Customer's right to deploy an unlimited Number of Units does not extend beyond the scope of the Project set forth in the Order Form, or to any Extraordinary Corporate Event. Customer hereby agrees to provide Licensor, within sixty (60) days after the end of the Project Term, with written notice of the Number of Units deployed at the end of the Project Term by Unit and License Type.

**"Protected Data"** means individual personal data to which Licensor is exposed during the provision of services relating to Software products that is protected by various acts, legislation and directives relating to privacy and security requirements for its protection and processing, both in the United States and elsewhere in the world.

**"Purchase"** means when used in connection with "Equipment", the purchase of the hardware appliance, where Licensor transfers title of the hardware appliance to Customer. The Software is licensed under the terms of this Agreement and not sold. Licensor (or a third party) owns the Software.

**"Purchase Order"** means any document issued by Customer (other than an Order Form) requesting Software or any Licensor services.

**"Read-only User"** means an identifiable individual, not necessarily named at the time of license grant and regardless of whether the individual is actively using the Software at any given time, designated by Customer to access the Software for the sole purpose of searching for and viewing data.

**"Record"** means a unique data item stored in and counted by the applicable Software product. The total number of Records shall in no event exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

**"SaaS Customer"** means a Customer who provides software as a service to third parties and who is designated as a SaaS Customer in an Order Form.

**"Server"** means a single computer performing common services for multiple other machines.

**"Service Levels Guide"** means the document describing the support and severity levels located at <http://terms.tibco.com/#service-level-guide>.

**"Shopper"** means a Customer's customer such as a named program member, a named non-member, or anonymous non-member.

**"Site"** means the number of copies of the Software licensed for use at the physical location of the Customer entity signing an Order Form or as otherwise specifically designated as the site location in an Order Form.

**"Software"** means collectively Licensor Software and Third Party Software.

**"Software Services"** refer to the Cloud Service definition.



**"Spare"** means a unit of Equipment identified by use of the word "Spare" in its product name, which is kept in storage at the same location as Equipment in productive use. In the event Equipment in productive use becomes inoperable, Customer may set up and configure a Spare for productive use, until the original Equipment becomes operational again, but in no event for a period greater than three (3) months, without first obtaining Licensor's written consent.

**"Specialty Processor"** means a special purpose processor installed and enabled on IBM System z hardware, designed to run allowed workloads at the full rated capacity of the Server.

**"Subscription"** means the license to use the Software stated in an Order Form and identified as Subscription, that includes the right to receive Maintenance and use Updates during the Subscription Term.

**"Suite"** means a TIBCO Software product that includes Suite Components. Suite Components identified in the Suite readme file may be used with other TIBCO Software products. Components within a Suite Component are deemed Embedded/Bundled within that Suite Component and therefore subject to the applicable restrictions in accordance with the Embedded/Bundled definition.

**"Suite Component"** means a Software component identified in the respective Suite's readme file. Suite Components provide certain features and functionality which may be dynamically enhanced or deprecated at TIBCO's sole discretion. Specific license and support terms shall apply to Suite Components identified as Cloud Service.

**"Suite Processor"** means the total number of Processors on which any Suite Component is licensed to run. For TIBCO® Application Integration Suite, Suite Components that are licensed to run on a Suite Processor are - TIBCO ActiveMatrix BusinessWorks™, Standard Connectors, Premium Connectors, and TIBCO Hawk®.

**"Supplemental Terms"** means additional product or service-specific terms and conditions that are set forth in one or more supplemental terms incorporated by reference in the Terms or the applicable Order Form or the additional license requirements and notices, if any, contained in the Documentation.

**"Term"** means the duration that the Customer is entitled to use the Software pursuant to an Order Form, including renewal terms if any.

**"Term License"** means an on premise license to Software with optional Maintenance, where Maintenance fees are in addition to the Software license fees.

**"Test"** means a shared environment into which Customers can test functionality or develop before deploying to Production.

**"Third Party Software"** means software owned by a third-party vendor, provided on-premise or as links available in the Cloud Service, including Documentation and Updates (if Maintenance is made available by Licensor for Third Party Software) identified by its company and/or product name, the provision of which by Licensor is made solely as an accommodation to and in lieu of Customer purchasing a license for Third Party Software directly from the third party vendor.

**"Trading Partner"** means an entity or individual with whom the Customer engages in accordance with this Agreement in electronic commerce by means of Software and, in the case of TIBCO® Fulfillment Provisioning, TIBCO® KxDR and TIBCO Kabira® Software products, an individual with whom Customer engages to provide services, which may include, electronic commerce and or general service activation and provisioning of wireline and wireless packages for the exchange of data and content.

**"Unit"** means a license restriction describing the manner in which a copy (or multiple copies) of the Software may be deployed (including, without limitation, Site, Processor, Pack, Named User, Connected Processor, and Processor Source Locked) and is the mechanism used to determine the Number of Units licensed under this Agreement, an Order Form or a purchase order.

**"Unlimited"** means an unlimited Number of Units of the Licensor Software to be deployed by Customer during the Subscription Term. During the Subscription Term, Customer's right to deploy shall not extend to any Extraordinary Corporate Event.

**"Updates"** means Software bug fixes, enhancements, and upgrades, if and when made generally available by Licensor under Maintenance. Updates may include new or additional Platforms that are deemed (at Licensor's sole discretion) to have no more than a minimum difference in price, features and functionality from previously available Platforms.

**"User Record"** means a Shopper's record that is populated with data received by Licensor from the Customer, Customer's authorized vendors, Affiliates, or other designees in the Subscription service.

**"Virtualized Environment"** means an operating system environment where multiple Virtual Machines can run on a single physical machine or cluster, sharing the physical machine resources. In a Virtualized Environment, a Virtual Processor can run on only one Physical Processor at a time.

**"Virtual Machine"** means a software implementation of a machine that executes programs like a physical machine. An essential characteristic of a Virtual Machine is that the software running inside of the Virtual Machine is limited to the resources and abstractions provided by the Virtual Machine. The processing capacity of a Virtual Machine is measured in Virtual Processors.

**"Virtual Processor"** means a simulation of a Physical Processor that is serially time-multiplexed across one or more Physical Processors.



**“Warm Standby”** means an operational environment into which the licensed Software has been installed, where the Software components on the secondary system are running but idle, not doing any work such as mirroring, maintaining a heartbeat, etc.

**“Work Order”** means an Order Form under which a Customer acquires Consulting Services from Licensor and which has been signed by Customer.

*For TIBCO® Mashery, the TIBCO® Mashery Definitions located at <https://terms.tibco.com/posts/1181929-tibco-mashery-definitions> exclusively apply.*

*For additional Software specific definitions, please refer to the Documentation.*