



## SERVICE LEVELS GUIDE

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## Severity Level Definitions

“**Severity 1**” is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround;

“**Severity 2**” is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use, (b) the Licensor Software is usable but materially incomplete; or (c) one or more mainline functions or commands is inoperable;

“**Severity 3**” is where the Licensor Software is usable, but does not provide a function in the most convenient manner; and Licensee suffers little or no significant impact.

“**Severity 4**” is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from TIBCO.

## 1 Maintenance Service Levels

### 1.1 TIBCO® Maintenance Service Levels

MAINTENANCE LEVEL	Updates Only	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
<b>Service Hours:</b>	N/A	9am-5pm, Monday-Friday Service hours are based on PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., California, U.K., and Australia.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
<b>Initial Response:</b>	N/A	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 Hours	Severity 1: 1 Hour Severity 2: 2 Hours
<b>Target Resolution:</b>	N/A	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
<b>Authorized Contacts:</b>	N/A	Unlimited	Unlimited	Unlimited
<b>Enterprise Customer Success resources and deliverables*</b>	N/A	N/A	N/A	<b>For details refer to:</b> <a href="https://www.tibco.com/customer-success-plans">https://www.tibco.com/customer-success-plans</a>

\*Subject to additional fees for Subscription Gold customers

### 1.2 TIBCO Spotfire® Maintenance Service Levels

MAINTENANCE LEVEL	Bronze term (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
<b>Service Hours:</b>	9am-5pm, Monday-Friday Service Hours are based on CET, UTT/GMT, GMT+5:30, GMT+8:00, GMT+9:00, and EST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., Sweden and Japan.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
<b>Initial Response:</b>	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 hours	Severity 1: 1 Hour Severity 2: 2 Hours priority queuing
<b>Target Resolution:</b>	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
<b>Named Support Contact</b>	No	No	Yes
<b>Number of Contacts:</b>	Unlimited	Unlimited	Unlimited

### 1.3 TIBCO® Reward Maintenance Service Levels for new customers (Beginning Aug 2013)

MAINTENANCE LEVEL	TIBCO Reward JumpStart, TIBCO Reward, TIBCO Reward Enterprise Plus	TIBCO Reward Platinum Support Add-On
<b>Service Hours:</b>	8am-5pm, Monday – Friday Service hours are based on U.S. PST/PDT or CET time zones, based on the time zone you are assigned. Service hours exclude holidays in the U.S. and EMEA.	24 Hours/Day/7 Days/Week
<b>Initial Response:</b>	Severity 1 & 2: 1 Business Day	Severity 1, 2 & 3: 1 Hour
<b>Target Resolution</b>	Severity 1: Temporary fix or work-around, 5 Business Days Permanent fix, Next Scheduled Update  Severity 2: Next Major Release  Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 5 business days Permanent fix, Next Scheduled Update  Severity 2: Next Major Release  Severity 3: Next Major Release
<b>Number of Contacts:</b>	Unlimited	Unlimited
<b>Web &amp; Phone Support</b>	Included	Included

#### 1.4 TIBCO® Reward Maintenance Levels for legacy customers (Prior to Aug 2013)

<b>MAINTENANCE LEVEL</b>	<b>TIBCO Reward, TIBCO Reward Enterprise Plus (Updates Only)</b>	<b>TIBCO Reward, TIBCO Reward Enterprise Plus (Silver)</b>	<b>TIBCO Reward, TIBCO Reward Enterprise Plus (Gold)</b>	<b>TIBCO Reward, TIBCO Reward Enterprise Plus (Platinum)</b>
<b>Service Hours:</b>	N/A	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
<b>Initial Response:</b>	N/A			
<b>Target Resolution:</b>	Severity 1: Next Major Release  Severity 2: N/A  Severity 3: N/A	Severity 1: Temporary fix or work-around, 5 business days Permanent fix, Next Scheduled Update  Severity 2: Next Major Release  Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 48 hours Permanent fix, Next Scheduled Update  Severity 2: Temporary fix or work-around, 5 business days Permanent fix, Next Major Release  Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 24 hours Permanent fix, Next Scheduled Update  Severity 2: Temporary fix or work-around, 2 business days Permanent fix, Next Major Release  Severity 3: Next Major Release
<b>Number of Contacts:</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Web Based Support:</b>	Included	Included	Included	Included
<b>Phone Support:</b>	N/A	Included	Included	Included

#### 1.5 tibbr® Support

tibbr Hosted Service Customers are entitled to Maintenance Service for tibbr at the Silver Maintenance Level unless otherwise stated in an Ordering Document, as well as access to the tibbr Support Program irrespective of the service level of Maintenance for any other Licensor Software products which Customer might have licensed and provided that all tibbr Product Line Licensor Software products licensed by Customer are subject to tibbr Support.

## 1.6 TIBCO Jaspersoft® Maintenance

SUPPORT LEVEL	Open Source Standard Support	Professional Standard Support	Professional Premium Support
<b>Service Hours:</b>	Severity 1-4 - 12x5, 6am to 6pm Monday through Friday, Pacific Time, excluding holidays	Severity 1 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time; Severity 2-4 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time, excluding holidays	Severity S1 - 24x7, On-call phone support; Severity S2-S4 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time, excluding holidays
<b>Initial Response (Initial/ Follow-up):</b>	Severity 1: 4 business hours/ 1 business day Severity 2: 4 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 1 business day Severity 4: 4 Business Hours/ 1 business day	Severity 1: 4 business hours/ 1 business day Severity 2: 4 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 2 business day Severity 4: 4 Business Hours/ 5 business day	Severity 1: 1 hour/ 4 hours Severity 2: 2 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 2 business day Severity 4: 4 Business Hours/ 5 business day
<b>Target Resolution:</b>			
<b>Support Channel</b>	Email	Web, email, phone	Web, email, phone
<b>Number of incidents</b>	3 or 6 within a year	12 per year	Unlimited
<b>Named Support Contact</b>	No	No	Yes
<b>Number of Contacts:</b>	1	2	3

- Jaspersoft reserves the right to use any resolution delivery method (“Resolution”) available to resolve an issue. Resolution of any issue(s) which Jaspersoft provides in the form of a release of Jaspersoft Software will address issue(s) only with respect to the most current release of the Jaspersoft Software and, in Jaspersoft’s sole discretion, the most recent previous sequential release.
- For the purposes of Jaspersoft Support, “Support Contact” means the named Customer contact person who will interface with Jaspersoft’s technical support personnel regarding the Jaspersoft Software and who is responsible for the overall internal support of Customer’s use of the Jaspersoft Software. One Support Contact shall be designated the Principal Support Contact. The maximum number of Support Contacts that the customer may designate shall be determined in accordance with the Support Option purchased by Customer, as indicated in the Order Form.
- Jaspersoft shall use commercially reasonable efforts to provide Forum-level support. The Forums do not provide issue tracking or guaranteed response. Any priority issues shall be submitted by telephone, email, or customer portal case submission feature. “Forums” means the Jaspersoft-moderated discussion boards available through the Customer Portal. “Customer Portal” means the commercial-community web site(s) through which Jaspersoft provides services hereunder.

## 1.7 Service Levels for (i) TIBCO FOCUS®, TIBCO WebFOCUS®, TIBCO® Service Manager, TIBCO® Data Migrator and TIBCO Omni-Gen® products and (ii) TIBCO WebFOCUS® Cloud, TIBCO Omni-Gen® Cloud, TIBCO® iWay Service Manager Cloud, and TIBCO® Data Migrator Cloud products

The above product lines are subject to the following service levels and separately defined severity levels:

### Severity Levels

Severity 1: Emergency situation, application or production down

- Mission-critical application has failed.
- Production system is down, preventing you from conducting certain business functions.

Severity 2: System function is impaired

- Customer system is severely impaired
- Unknown problem has stalled product evaluation

**Severity 3: Application Issues**

- Application does not function but is not immediately critical.
- Customer has a serious problem but already has a workaround.

**Severity 4: Information Issues**

- Knowledge article requests
- Documentation change requests
- New feature requests
- Guidance and general queries

**Service Levels**

**InfoResponse Basic and Premium are renamed to ibi Silver and ibi Gold respectively.**

Support Level	Ibi Silver	Ibi Gold*
<b>Service Hours:</b>	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
<b>Initial Response:</b>	Severity Level 1: 1 hour Severity Level 2: 3 hours Severity Level 3: 5 hours Severity Level 4: 8 hours	Severity Level 1: 1 hour Severity Level 2: 1 hour Severity Level 3: 1 hour Severity Level 4: 1 hour
<b>Web Based Support**:</b>	Yes:	Yes
<b>Phone Support***:</b>	Yes	Yes

\* Ibi Gold service is an optional service for any TIBCO FOCUS, TIBCO WebFOCUS, TIBCO OMNI, TIBCO Service Manager, TIBCO Data Migrator license(s) by execution of a separate written arrangement upon the purchase of the Ibi Gold option. The full list of additional benefits included in the Ibi Gold option can be found here:

[https://techsupport.informationbuilders.com/InfoResponse\\_plans.html](https://techsupport.informationbuilders.com/InfoResponse_plans.html)

\*\* Web based support may be accessed at <https://techsupport.informationbuilders.com/>

\*\*\* North American customers may call 800-736-6130 or 212-736-6130 to contact a support professional. Elsewhere, customers may call +1-212-736-6130. You may obtain our toll-free international support numbers by clicking Contact Us on our [Technical Support Center](#) website.

## 1.8 Open Source Project Support

Open Source Project Support is only offered by TIBCO for specific open source projects. If available, support is limited to the documented features of the projects.

Errors, defects, malfunctions, or potential enhancements identified by TIBCO customers and logged through TIBCO Support will receive priority treatment when TIBCO Engineering schedules future releases. Open source project updates including fixes will be delivered through the open source project web site.

OPEN SOURCE PROJECT SUPPORT LEVEL	Basic	Premium
<b>Service Hours</b>	9am-5pm, Monday-Friday Service hours are based on PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., California, U.K., and Australia.	24 hours a day, 7 days a week
<b>Initial Response</b>	Severity 1 & 2: 4 Hours	Severity 1 & 2: 4 Hours
<b>Authorized Contacts</b>	Unlimited	Unlimited

### 1.8.1 Project Flogo®

Project Flogo is an Open Source Framework for IoT Edge Apps & Integration that is licensed under a BSD-style license. This is both available on and supported via its GitHub Repository at <https://github.com/TIBCOSoftware/flogo>. Support for this project is available through the community and users can report GitHub issues using any of the Flogo repositories.

TIBCO® IOT App Engine (IOTA™) is the commercially supported enterprise offering based on Project Flogo. This allows users to leverage the capabilities provided by Project Flogo and apply to Industrial IoT (Internet of Things) and application integration use-cases both in the edge and in the cloud. With its ultra-lightweight application framework and open contribution model for extensions, this product allows customers to build logical flows that are capable of running on a broad set of devices and in cloud environments. Support for this product is available via the standard [support.tibco.com](http://support.tibco.com) TIBCO Support channel.

### 1.9 TIBCO Desktop Support

TIBCO Desktop Support	
<b>Service Hours</b>	Support is provided during customer's normal business hours (i.e. 9 AM to 5 PM Monday to Friday in customer's time zone)  Service Hours are based on CET, UTT/GMT, GMT+5:30, GMT+8:00, GMT+9:00, and EST time zones.  Based on the time zone you are assigned, services hours exclude holidays in the U.S., Sweden and Japan
<b>Initial Response</b>	All severity levels, 1 business day
<b>Version Supported</b>	Most current generally available
<b>Updates</b>	Included



## 1.10 Maintenance Terms

The maintenance terms are located at <https://terms.tibco.com/#maintenance>

## TIBCO Mashery® Service Levels

The Mashery® Service Levels are located at <https://terms.tibco.com/#mashery-service-level-guide>

## 2 Cloud Service Uptime

### 2.1 General Availability

#### Availability

Except for the TIBCO Mashery®, TIBCO® Cloud Integration, TIBCO Cloud™ Messaging, TIBCO WebFOCUS® Cloud, TIBCO Omni® Cloud, TIBCO® iWay Service Manager Cloud, and TIBCO® Data Migrator Cloud products, which are covered under Sections 1.11, 2.2, and 2.3 of this Service Level Guide, the Cloud Service will be generally available 99.9% of the time, except as otherwise provided below. General availability will be calculated per calendar month, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.9\%$$

The following definitions apply for the purposes of calculating availability:

“Total” means the total number of minutes for the month.

“Non-excluded” means downtime that is not Excluded. “Excluded” means (i) any planned downtime for which Licensor gives no less than four (4) hours’ notice, (ii) any unavailability of the Cloud Service caused by circumstances beyond Licensor’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service or third party hosting provider failures or delays, and (iii) any transient downtime for less than ten (10) minutes.

#### Enhanced SLA

In the event that Licensee has purchased the Enhanced SLA for TIBCO® Reward, as stated in Licensee’s Order Form for the Cloud Service, then the uptime percentage shall be 99.95% instead of 99.9% on a monthly basis.

For any partial calendar month during which Licensee subscribes to the Cloud Service, availability will be calculated based on the entire calendar month, not just the portion for which Licensee subscribed.

#### Planned Downtime Schedule

Licensor will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. to 3:00 a.m. U.S. Pacific Time on Tuesdays only (or equivalent local time for location where the Cloud Service is hosted). Planned downtime typically occurs weekly on Tuesday.

In the event that downtime is necessary outside of the normally scheduled times, Licensor shall notify the Licensee as soon as is practicable and this shall be counted as excluded down time. Licensor shall use reasonable means to avoid such unscheduled downtime.

#### Emergency Downtime

Emergency downtime occurs outside of the Planned Downtime Schedule. Licensor will use commercially reasonable efforts to give no less than 1 hours’ notice prior to initiating Emergency Downtime. Security updates will be made as soon as commercially possible.

#### Platform Outage

The Cloud Service may occasionally experience “hard outages” due to Internet disruptions that are out of Licensor or its’ supplier’s control. A “Hard Outage” means Non-excluded unavailability of the Cloud Service for a period of 10 minutes or greater in duration.

## 2.2 TIBCO® Cloud Integration and TIBCO Cloud™ Messaging – Cloud Service Availability

For TIBCO Cloud Integration and TIBCO Cloud Messaging only, the following service availability applies:

- Service Availability is defined as  $(1 - (\text{minutes of service outage} / \text{total minutes in a month})) * 100$ .
- The service outage excludes downtime for scheduled maintenance.

Service credits will apply on a sliding scale as listed below:

<b>Service availability for TIBCO Cloud Integration and TIBCO Cloud Messaging</b>		
<b>Below</b>	<b>But not below</b>	<b>Monthly Service Credit (as a percentage of effective monthly service fee)</b>
99.9%	99.5%	5%
99.4%	98.0%	10%
97.9%	0%	15%

Service Credit Process:

1. Credit requests must be submitted to Licensor within 30 calendar days of the end of the month during which outage occurred and the service availability was at a level that qualifies for service credit.
2. Each credit request must include the following information,
  - a. Customer name,
  - b. Contact's name and contact information;
  - c. Event details, including date of incident and
  - d. Business impact details.
3. Customer must submit the required information through a support case to TIBCO Support.
4. Licensor will acknowledge any credit request within 5 business days of receiving such request and will review all credit requests within 10 business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.
5. Customer shall not be entitled to availability service credits if the Customer fails to comply with subsections 1, 2, and 3 above.
6. Approved service level credits will be applied to the Customer's next bill.

The following qualifies as a service outage of TIBCO Cloud Integration and TIBCO Cloud Messaging (i.e., are not exclude for scheduled maintenance):

- For TIBCO® Cloud Integration - Connect Apps (powered by TIBCO Scribe): if the application fails to start within 30 minutes of the planned (or scheduled) start time.
- For TIBCO® Cloud Integration - Integrate Apps (powered by TIBCO BusinessWorks™), TIBCO Cloud Integration - Develop Apps (powered by TIBCO Flogo®), and TIBCO Cloud Messaging: if the application runtime becomes unavailable and the application is unresponsive as a result.

The foregoing will not be considered service outages if the events occur as a result of one or more of the following reasons:

- Incorrect or inappropriate user configuration;
- Incorrect or inappropriate application and deployment design;
- Application was not deployed with two or more instances (not applicable to TIBCO Cloud Messaging);

- Product defects (that were not tested in a lower/dev/qa or similar environment), or
- A force majeure event that is beyond the control of Licensor.

Availability will be monitored based on the Cloud Incident Response and reviewed accordingly by TIBCO with respect to the guidelines defined herein.

### 2.3 Cloud Service Uptime for TIBCO WebFOCUS® Cloud, TIBCO Omni® Cloud, TIBCO® iWay Service Manager Cloud, and TIBCO® Data Migrator Cloud products

#### **Availability**

The infrastructure for the products referenced above will be generally available 99.99% of the time, except as otherwise provided below:

General availability will be calculated per calendar month, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.99\%$$

The following definitions apply for the purposes of calculating availability:

“Total” means the total number of minutes for the month.

“Non-excluded” means downtime that is not Excluded. “Excluded” means (i) any planned downtime for which Licensor gives no less than four (4) hours’ notice, (ii) any unavailability of the Cloud infrastructure caused by circumstances beyond Licensor’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service or third party hosting provider failures or delays, and (iii) any transient downtime for less than ten (10) minutes.

#### **Planned Downtime Schedule**

Licensor will use commercially reasonable efforts to schedule all planned downtime during the hours 6:00 p.m. to 3:00 a.m. U.S. Eastern Time on weekdays or 9:00am to 5:00pm US Eastern Time. Planned downtime will be coordinated agreed upon by TIBCO Support and the Licensee.

In the event that downtime is necessary outside of the normally scheduled times, Licensor shall notify the Licensee as soon as is practicable and this shall be counted as excluded down time. Licensor shall use reasonable means to avoid such unscheduled downtime.

#### **Emergency Downtime**

Emergency downtime occurs outside of the Planned Downtime Schedule. Licensor will use commercially reasonable efforts to give no less than 1 hours’ notice prior to initiating Emergency Downtime. Security updates will be made as soon as commercially possible.

#### **Platform Outage**

The Cloud infrastructure may occasionally experience “hard outages” due to Internet disruptions that are out of Licensor or its’ supplier’s control. A “Hard Outage” means Non-excluded unavailability of the Cloud Service for a period of 10 minutes or greater in duration.

### 3 TIBCO Cloud Service Support levels

SUPPORT LEVEL	Standard Support		Premium Support
<b>Service Hours:</b>	Mon-Fri 9am-5pm support in one (1) time zone per customer. Customer's time zone is based upon customer's primary business location and is assigned by TIBCO. Available time zones: PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST. Based upon the time zone Customer is assigned, service hours exclude holidays in the U.S., California, U.K., A.P.A.C and Japan.		Mon-Fri 9am-5pm support in customer time zone (24 x 7 for severity 1 and 2). Customer's time zone is based upon customer's primary business location and is assigned by TIBCO. Available time zones: PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST. Based upon the time zone Customer is assigned, service hours exclude holidays in the U.S., California, U.K., A.P.A.C and Japan.
<b>Initial Response</b>	Severity 1 & 2: 4 Business Hours		Severity 1 & 2: 4 Hours
<b>Support Channel</b>	Web, phone (located at <a href="http://support.tibco.com">http://support.tibco.com</a> )		Web, phone (located at <a href="http://support.tibco.com">http://support.tibco.com</a> )
<b>Number of Service Requests per year</b>	10	TIBCO® Cloud Integration: 25	Unlimited
<b>Number of Contacts:</b>	Unlimited	TIBCO® Cloud Integration: Unlimited	Unlimited

- Online User Guide, reference materials, tutorials, and webinars available for standard and premium support levels.
- Unlimited SRs for TIBCO Spotfire® Cloud Enterprise user regardless of support level.
- Customer must purchase the same service level of TIBCO Cloud Service for all TIBCO Services subject to the TIBCO Cloud Services Program
- Premium Support: Customer to provide TIBCO with dedicated point of contact that will be available until issue is resolved.
- TIBCO will notify Customers for either Planned or Emergency Downtime for TIBCO Cloud using the TIBCO Cloud status page ([status.cloud.tibco.com](http://status.cloud.tibco.com)).
- Data traffic:
  - The data traffic from and to the TIBCO Cloud Service is governed by a “fair usage policy”. TIBCO retains the right to retroactively bill Customer for violation of the fair usage of the Service. Fair usage of the TIBCO Cloud Service is defined as not exceeding more than 3 (three) times the average amount of data of all customers combined.
- Customer Load Tests:
  - If Customer requires a load test using the TIBCO Cloud Service's based system, Customer must contact TIBCO Support via the means identified above (see paragraph 1(d)) at least 10 business days in advance of such load test. TIBCO may reject the scheduling of the load test based on the details of the test, as well as availability of resources.
  - TIBCO, at its discretion, may require Customer to perform load tests in non-production infrastructure and will inform Customer of required service changes which must be made in Customer's system, if any.
  - Load tests that exceed the fair usage policies of traffic volumes may require a formal professional services engagement and one time usage fees.
- On a quarterly basis throughout the Subscription Term, Licensor will review Customer's average number of Application Instances running over the previous quarterly period. If Customer exceeds their maximum number of Application Instances in any given quarter, Licensor will provide a notice to the Customer. If upon a subsequent review the Customer is still exceeding their number of Application Instances, Licensor will invoice, and Customer shall pay the fees for the additional Number of Units required to cover the excess number of Application Instances during the previous quarterly period. The Application Instances will be counted on a daily basis in order to determine the quarterly average.
- If the Subscription includes Parent/Child Organizations; the Subscription is assigned at the Parent level and all Application Instances (at Parent and each Child of such a Parent included) are counted towards the total usage.