

Cloud Software Group Business Unit Terms

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Citrix Business Unit Terms

The following terms apply to the Citrix and NetScaler Business Units

1. Citrix Business Unit Products are available pursuant to the Product specific terms described at <https://www.citrix.com/buy/licensing/product.html>.
2. Maintenance for Citrix Business Unit Products is described at <https://www.citrix.com/support/programs/> and Product lifecycle information is available at <https://www.citrix.com/support/product-lifecycle/product-matrix.html>.
3. In order to receive Maintenance (also known as Customer Success Services (CSS)) benefits, Customer must have active Maintenance for 100% of their licenses. This is known as the "All-in Rule." Partial Maintenance coverage is not permitted. A Customer is not permitted to extend the benefits of Maintenance to any licenses not covered by an active Maintenance agreement.
4. Citrix® Cloud Services application program interfaces are licensed only through the Company developer portal at <https://developer.cloud.com>.
5. Notwithstanding anything to the contrary in the End User Agreement or Cloud Services Terms, if permitted as part of the Order, Product terms, or Use Level, Citrix Business Unit Products may be commercially shared with third parties, used for the purposes of providing processing services, or to support the Customer proprietary services offerings.

Citrix Business Unit Product Definitions

"Unit Type" means the purchased Product entitlement(s) under the Product terms by which Company measures, prices, and offers the Products to Customer as set forth at <https://www.citrix.com/buy/licensing/product.html>.

"User" means, for the Citrix® Platform, Citrix® Universal Hybrid Multi-Cloud, and Citrix® for Private Cloud Products, a unique individual, not necessarily named at the time of a license grant, designated by Customer to access the Product, regardless of whether or not the individual is actively using the Product at any given time. An individual shall only be designated as a User on the earlier of when a) they are authorized by Customer to access the Product or b) they have accessed the Product. For existing Citrix customers, unless otherwise stated in an Order, entitlement to User licenses under any new Order will be classified as Concurrent if any units of such Customer's most recent existing entitlement were licensed under the Concurrent license type pursuant to the following Documentation: <https://docs.citrix.com/en-us/licensing/current-release/license-types.html>.

"Cloud Service Descriptions" means the overview and other terms applicable to the Cloud Services, as amended from time to time, as found at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>.

"Customer Account" means an account for Customer that is required to access and utilize the applicable Products.

"Courseware" means materials provided alone or as part of courses under Education Services.

TIBCO Business Unit Terms

The following terms apply to the TIBCO and ibi Business Units

1. Maintenance terms for TIBCO Business Unit Products are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/maintenance-terms.pdf>
2. Additional TIBCO Business Unit Product specific terms are stated at <https://docs.tibco.com/tibco-platform/license> and <https://www.cloud.com/content/dam/cloud/documents/legal/additional-product-specific-terms.pdf>.
3. A TIBCO Business Unit Product may contain features or functions that enable interoperation with third party products, services or content. Company may also provide access to third party products, services or content directly within the Products. Third party products, services or content, and customer content in third party services, are not part of the Products and are not warranted or supported by Company. Your use of such third party products, services or content is subject to the terms of the third party provider.
4. Additional ibi Product specific terms are stated at <https://docs.tibco.com/ibi/ibi-license-information>.
5. Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that all rights and benefits afforded to Company under this Agreement apply equally to the owner of any third party software, and such third party is an intended third party beneficiary of this Agreement.

TIBCO Business Unit Products Definitions

Please review the Documentation for any Product specific definitions not included here.

“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.

“API” means a Web Service requiring separately configured and distinct application services deployed on Company'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 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.

“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 Author Named Users and 20 Contributor Named Users for use in the Customer's Production TIBCO Nimbus® Environment.

“Bundle” means a collection of Products, listed in either Company's price book or Documentation to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Product 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 Product separately licensed by Customer. In no event may the Product 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 Company notifying Customer in writing of the breach, Company 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 license fee to be paid to cover costs to support Customer’s use of applicable Software in one or more Cloud Computing Environments. The administrative license fee shall equal thirty percent (30%) of the cumulative license fees (Perpetual or Subscription fees) paid to Company for the 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 Software under the applicable Agreement.

“Cloud Computing Environment” means a virtual, cloud-based networking solution managed / maintained by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances, and offered to the public for use and purchase. If permitted pursuant to an Order, use of Software in a Cloud Computing Environment shall be governed, among other things, by the Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf> (the “CCEL Policy”).

“Cloud Machine Instance” means a Virtual Machine that is run in a Cloud Computing Environment. “Compute Engine Instance” and “Cloud Engine Instance” are included within the concept of a Cloud Machine Instance.

“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 Product at any single point in time.

“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).

“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; 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 Company.

“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.

“Data Domain” means for TIBCO Cloud™ MDM a set of repositories required to manage data for a common data domain.

“Dedicated” means a named Customer contact person who interfaces with TIBCO’s support personnel.

"Developer" means a Named User authorized to use the Product 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, unless otherwise stated in the Documentation, a License Type for the Product which includes 2 Units of Test and 5 Developers. For the TIBCO® BPM Suite, each Unit of DevTest means 1 Pack. 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.

"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 Product, 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 by License Type then deployed and in 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 Company, 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, unless otherwise stated in the Documentation, 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.

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

"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.

"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 Golang 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.

"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, unless otherwise stated in the Documentation, the smallest functionally-complete copy of Product. 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® copyset node or a TIBCO ActiveSpaces® client where each copyset 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.

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

"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.

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

"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.

"Named User" means, unless otherwise stated in the Documentation, an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Product, regardless of whether or not the individual is actively using the Product at any given time. An individual shall only be designated as a Named User on the earlier of a) they are authorized by Customer to access the Product or b) once they have accessed the Product.

"Node" means for TIBCO ActiveSpaces® a copyset node or proxy where each copyset node or proxy is an operating system process with a unique process id.

"Non-Production" means, unless otherwise stated in the Documentation, a non-operational environment into which the Product 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.

"Orders" mean the total number of unique transactions submitted, stored in and counted by the applicable 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.

"Pack" means, unless otherwise stated in the Documentation, for TIBCO® Messaging, either four stand-alone Instances, or four Connected Processors/Virtual CPU's, or 1,000 web/mobile Instances. For the purpose of counting for a Pack: a stand-alone instance is a Windows/Linux/Mac process utilizing the C/Java.NET APIs of TIBCO FTL® or non-mobile operating system process instance using the Java or .NET APs of TIBCO eFTL™ inside a Container, a Connected Processor or a Virtual CPU is for use with the packaged TIBCO FTL® Activity/Channel/Connector in TIBCO ActiveMatrix BusinessWorks™/TIBCO BusinessWorks™, TIBCO BusinessEvents®, , a Mobile Instance is for any Browser/Mobile Client using the JavaScript, Android Java, iOS Objective=C or Windows Mobile .NET APIs of TIBCO eFTL™, a Connected Processor is for use with TIBCO ActiveMatrix BusinessWorks™/TIBCO BusinessWorks™/TIBCO BusinessEvents®; for TIBCO Nimbus® Maps, "Pack" means 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® Hybrid Integration Suite, "Pack" means 1 Suite Processor or 6 Containers; for TIBCO LiveView™ Add-on for TIBCO BusinessEvents® Enterprise Edition, "Pack" means 5x Named Users; for TIBCO® IOT App Engine (IOTA™) and for TIBCO Flogo® Enterprise, "Pack" means a total of 100 Flogo Flows or Flogo Edge Applications, up to 10,000 concurrent instances; for TIBCO ActiveMatrix BusinessWorks™ Plug-ins, "Pack" means either 1 Processor (If Plug-ins used with TIBCO ActiveMatrix BusinessWorks™) or 6 Containers (if Plug-ins used with TIBCO BusinessWorks™ Container Edition); for TIBCO® Messaging – Enterprise Edition Pack, "Pack" means either one Instance or 100 Mobile Instances.

"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 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 Product name.

"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://www.cloud.com/content/dam/cloud/documents/legal/tibco-processor-licensing-policy.pdf> and/or (ii) the TIBCO Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf>.

"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, unless otherwise stated in the Documentation, a License Type for the Product 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 TIBCO® BPM Suite each Unit of ProdPlus includes 1 Named User for Production, 5 Developers and unlimited number of Named Users for Test.

"Production" means, unless otherwise stated in the Documentation, an operational environment into which the licensed Product 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 Company from time to time that are (a) attributed to a particular Company 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 Company product family's then current list price.

"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 Product at any given time, designated by Customer to access the Product for the sole purpose of searching for and viewing data.

"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 <https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf>.

"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.

"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.

"Suite" means a Product that includes Suite Components. Suite Components identified in the Suite readme file may be used with other 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 Product component identified in the respective Suite's readme file. Suite Components provide certain features and functionality which may be dynamically enhanced or deprecated at Company'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 Operational Intelligence Hawk®.

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

"Trading Partner" means an entity or individual with whom the Customer engages in accordance with this Agreement in electronic commerce by means of Product 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 Product 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.

"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.

ShareFile Business Unit Terms

Effective November 1, 2024, any new Orders of Sharefile Products and/or Services are subject to the End User Terms at <https://www.progress.com/docs/default-source/eula/progress-sharefile-eua-v1-0.pdf>. Contact [Progress Software](#) (not part of Cloud Software Group) for more information.

The following additional terms apply to ShareFile Products and/or Services.

1. ShareFile Products are available pursuant to the license model and Use Level described at <https://www.sharefile.com/> or <https://www.podio.com/>.
2. Product documentation is available at <https://docs.sharefile.com/en-us/sharefile/>.
3. Renewals:
 - 3.1 If Customer purchases a multi-year ShareFile subscription, the purchase is for the full value of all years of the offering, even if required payments are annual. In the event Customer fails to pay any annual payment, and such default shall continue for a period of thirty (30) days, then all remaining amounts for the relevant subscription shall become immediately due and payable.
 - 3.2 If Customer purchases an auto-renewing subscription, the purchase constitutes agreement to auto renewals for additional twelve (12) month terms.
 - 3.3 Notwithstanding Section 4.3 (Renewal Fees) of the End User Agreement, no written notice is required to increase Fees upon renewal of a ShareFile subscription.
 - 3.4 Except as provided in Section 3.5 herein, Customer's failure to provide at least thirty (30) days written notice of nonrenewal constitutes an Order for the renewal in accordance with Section 8.1 of the End User Agreement.
 - 3.5 For Customers billed monthly or quarterly, failure to provide at least seven (7) days written notice of nonrenewal constitutes an Order for the renewal in accordance with Section 8.1 of the End User Agreement.
4. Company reserves the right to make Updates to its services that may modify, add, or discontinue a Software or Cloud Service or any portion thereof, at any time. Updates shall not substantially diminish or eliminate the core functionality of the Software or Cloud Service subject to the exclusive remedy set forth in Section 8.2 (Termination for Cause) of the End User Agreement.
5. ShareFile Support: Customers purchasing ShareFile subscriptions are entitled to technical support as available from time to time at <https://support.sharefile.com/s/article/ShareFile-Support-Offerings-and-Coverage>.
6. Accelerated Agreements: ShareFile features described as "accelerated agreements", "one-click agreements", "templates", "forms" or similarly labeled documents and information provided in ShareFile Products are for general informational purposes only and nothing therein creates an attorney-client relationship or constitutes or should be relied upon as legal, medical, financial, tax, or other professional advice. Customer is responsible for obtaining advice from its own attorney or professional adviser before using or relying in on such offerings.
7. Third-Party Products:
 - 7.1. General Restrictions. A Product may permit Customer or its Authorized Users to access or use certain third-party products, services or content ("Third-Party Products") with the Product, whether via use of Product APIs or any other method that enables the operation of Third-Party Products with the Product. By enabling, adding, or otherwise using Third Party Products, Customer authorizes and instructs Company to provide access and transfer Customer Content to Third Party Products in connection with the operation of such Third-Party Products with the Product. Customer's use of Third-Party Products is subject to the terms of a separate agreement between Customer and the third-party provider of such Third-Party Products. Customer is solely responsible for determining the necessity of, and entering into any such agreements (e.g. Business

Associate Agreement) with such third parties, as well as ensuring all transfers of Customer Content to such third parties and their access and use of Customer Content is compliant with applicable law. Customer is solely responsible (and Company disclaims all liability and responsibility) for Customer's instructions, and the access and processing of Customer Content by, and acts and omissions of, third party providers or Third-Party Products. Company may discontinue access to Third-Party Products at any time without notice or obligation. Customer represents and warrants that Customer's use of Third-Party Products will not, nor cause Company to, violate any applicable law, or applicable agreements or obligations imposed on Company by the third-party provider of the Third-Party Products.

- 7.2. Additional Restrictions for Payment-Related Third-Party Products. Customer will not use the Products in any manner that would violate, nor cause Company to violate, nor obligate Company to comply with, any consumer protection or lending laws such as the Fair Credit Reporting Act or the Equal Credit Opportunity Act.
- 7.3. Indemnification. Customer shall defend Company against any claim, suit or proceeding brought against Company arising from Customer's violation of Sections 7.1 and 7.2 above or applicable law. Further, Customer will indemnify Company from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Company in a final judgment or settlement. Customer's obligation to defend, settle, or indemnify Company are subject to: (i) Company's prompt notification to Customer in writing of such claim such that Customer is not prejudiced by any delay of such notification; (ii) Customer has sole control over the defense and any settlement of such claim, provided that Customer may not settle any claim, suit or proceeding without Company's prior written consent if settlement would require Company to admit fault or take or refrain from taking any action; and (iii) Company provides reasonable assistance in the defense of same. Customer's violation of Sections 7.1 and 7.2 above or applicable law are additional "Excluded Matters" pursuant to Section 11 (Limitation of Liability) of the Company End User Agreement, and excluded from limitations of liability as may be contained in any applicable agreement.
8. Customers with legacy perpetual licenses for on-premise ShareFile, must have active Maintenance to access and use the ShareFile control plane. As of February 2023, Customers can no longer renew Maintenance on legacy ShareFile perpetual licenses.
9. ShareFile Recommendations. Recommendations provided by Company in Products, Materials, Documentation, or otherwise (such as privacy/security settings and file sharing recommendations), are for general informational purposes only, and are not intended to be, nor should be relied upon as legal, medical, financial, tax, or other professional advice.
10. AI:
- 10.1 Company may provide AI Products. Customer Content is not used to train artificial intelligence "AI" models that are used by AI Products. Due to the nature of AI, AI Output may not be unique, accurate, complete or desirable. AI Outputs are for general informational purposes only, and are not intended to be, nor should be relied upon as legal, medical, financial, tax, or other professional advice. It is Customer's responsibility to ensure, by human review and otherwise, that AI Output is accurate and appropriate for its use case. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Customer Content using AI Products.
- 10.2 AI Products and AI Output are excluded from Infringement Claims in Section 10 (Indemnification) of the End User Agreement. Company shall have no liability for any claim, suit or proceeding brought against Customer based on an allegation that the AI Product(s) or AI Output, as delivered by Company, infringes any trademark, patent or copyright or violates any trade secret rights of any third party.
- 10.3 Customer shall not (i) attempt to bypass, exploit, defeat, or disable Product restrictions; (ii) use an AI Product in a manner not consistent with the intended purposes described in the Documentation (iii) upload, transmit through or post PHI, Personal Data (as defined in the DPA) or sensitive data to any AI Product (iv) use an AI Product to make any automated decisions or take any automated action against any individual which may produce legal effects or significantly affect the individual or (v) use an AI Product for any High-Risk Activity.

- 10.4 Customer represents and warrants that Customer's use of an AI Product will not, nor cause Company to, violate any applicable law, or applicable agreements or obligations (such as acceptable use policies or codes of conduct) imposed on Company by any third-party provider of large language models or other artificial intelligence models which have been incorporated into AI Products, as identified at <https://docs.sharefile.com/en-us/sharefile/legal/sharefile-ai/sf-ai> or other Documentation.
- 10.5 AI products can be modified, limited, suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Changes may include, without limitation, removing or limiting access, requiring fees, or setting and enforcing limits on Customer's use of AI Products.
- 10.6 Customer grants Company the right to process AI Input and/or AI Output in accordance with Customer's instructions as set forth in the Agreement, the DPA, and these ShareFile Business Unit Terms, as necessary to (i) make available AI Products to Customer, (ii) investigate security incidents, (iii) prevent spam, (iv) address violations of the Cloud Service Terms (referenced in Section 2.2 of the Agreement) or other agreements, and (v) as necessary to comply with applicable law. When processing any Personal Data (on Customer's behalf) contained in AI Input and/or AI Output, Company will do so in its capacity as a Processor (as defined in the DPA).
11. Audit Rights. Further to Section 15.3 (Audit) of the End User Agreement, Company further reserves the right to, during the Term and for one year following, without notice to Customer, remotely audit Customer accounts for compliance with access, usage, and subscription requirements.
12. Additional Limitations on ShareFile Product Use (Excludes Podio Product):
- 12.1 Only Employee Users and Client Users are Authorized Users. Notwithstanding Section 2.7(iii) of the End User Agreement, Customer shall not, without exception, allow anyone other than Authorized Users to install, run, access, or use the Products.
- 12.2 A Unit for an Employee User cannot be assigned to or used by multiple individuals.
- 12.3 A Client User cannot be associated with Customer's domain(s). Client Users may be subject to additional usage limitations.
13. Section 14.2 of the End User Agreement (Developer Evaluation) is replaced with the following for purposes of the ShareFile Products:
- Developer and Customer Evaluation and Previews. Products provided for Developer and/or Customer evaluation, or described as "Alpha," "Beta," "Tech Preview," or "Labs" by Company under an Order or in a ShareFile Product, are provided "AS IS" without Maintenance or any warranties or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantees that such offerings will be publicly announced or made generally available. Such offerings can be modified, limited, suspended or terminated at any time by Company in its sole discretion with or without notice to Developer and/or Customer. Further, Products provided for Developer evaluation may be used for development evaluation purposes only and must not be used or deployed in or on a production or non-evaluation development environment. Developer or Customer, as applicable, grants an irrevocable, worldwide, royalty-free, transferable, sublicensable, and perpetual license to use, modify, publish, and distribute any information, comments, suggestions, possible improvements or other feedback provided by Developer or Customer with respect to Products or Company's business practices ("Feedback") as well as to make, have made, distribute, sell, offer to sell, display, perform and otherwise exploit such Feedback for any purpose without restriction.
14. Products, features, documentation, and all other information provided by Company are for general informational purposes only and nothing therein creates an attorney-client relationship or constitutes or should be relied upon as legal, medical, financial, tax, or other professional advice. Customer is responsible for obtaining advice from its own attorney or professional adviser before using or relying on such offerings for their specific needs.

15. "Industry Advantage" or similarly labeled plans are limited to no more than three "industry solutions," although only one or more industry solutions may be available to Customer at any given time. Access to additional solutions may be available for purchase.

16. ShareFile and Podio Developer & Publisher Terms of Use are stated at:

<https://citrix.sharefile.com/public/share/web-s7bcd7b0152e94a5caf0adf7bd2c127b9>

ShareFile Business Unit Product Definitions

"AI Input" means an Authorized User's prompts or submissions of Customer Content to an AI Product.

"AI Output" means output or data which is derived from an Authorized User's prompts or submissions to an AI Product, and may contain Customer Content.

"AI Product" means any Product feature or functionality that uses generative or other artificial intelligence models, such as large language models, foundational models, or machine learning models.

"Authorized User," as defined in Section 1.4 of the End User Agreement, is further defined to include the following types of ShareFile Product users and their corresponding limitations:

- (i) **"Employee User"** means one Authorized User that is an individual assigned to a dedicated Unit for their exclusive use; and
- (ii) **"Client User"** means a third party non-employee of the Customer given access to the Product by an Employee User.

"Customer Account" means an account for Customer that is required to access and utilize the applicable Products.

"EU AI Act" means REGULATION (EU) 2024/1689 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828

"High-Risk Activity" means an activity where the use or failure of the Product could lead to death, personal injury, or environmental damage, or any other high-risk or prohibited activity as those terms are described in the EU AI Act.

"Unit" means one of the ShareFile Subscriptions purchased in an Order.

"Use Level" means the purchased Product entitlement(s) under the license model(s) by which Company measures, prices and offers the Products to Customer as set forth at <https://www.sharefile.com/> or <https://www.podio.com/>.

Spotfire Business Unit Terms

The following terms apply to the Spotfire Business Unit

1. Maintenance terms for Spotfire Business Unit Products are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/maintenance-terms.pdf>
2. For the purposes of the Spotfire Business Unit, the Service Level Guide is available at: <https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf>
3. For an Order that specifies that Customer is licensing the Software on an ISV or SaaS usage basis, the following terms apply: <https://www.cloud.com/content/dam/cloud/documents/legal/saas-customer-terms.pdf>
4. Additional Spotfire Business Unit Product specific terms are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/additional-product-specific-terms.pdf>.
5. Spotfire customers with a valid and current Subscription are eligible for advisory and enablement services as part of the Customer Success Program. Such Customer Success Program services are provided at Spotfire's discretion. A description of the Customer Success Program is available at <https://www.spotfire.com/content/dam/spotfire/documents/data-sheet/customer-success-program.pdf>.
6. Pursuant to an Order, Customer may use the add-on Visualizations Mod Product for Spotfire available at <https://community.spotfire.com/files/category/7-visualization-mods/>, or otherwise provided by Cloud Software Group, in Production pursuant to the terms of this Agreement, except that each add-on Visualizations Mod Product is provided "AS IS" WITHOUT MAINTENANCE OR ANY WARRANTIES OR INDEMNITIES.

Spotfire Business Unit Products Definition

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

"Bundle" means a collection of Products, listed in either Company's price book or Documentation to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Product 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 Product separately licensed by Customer. In no event may the Product 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 Company notifying Customer in writing of the breach, Company 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 license fee to be paid to cover costs to support Customer's use of applicable Software in one or more Cloud Computing Environments. The administrative license fee shall equal thirty percent (30%) of the cumulative license fees (Perpetual or Subscription fees) paid to Company for the 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 Software under the applicable Agreement.

"Cloud Computing Environment" means a virtual, cloud-based networking solution managed / maintained by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances, and offered to the public for use and purchase. If permitted pursuant to an Order, use of Software in a Cloud Computing Environment shall be governed, among other things, by the Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf> (the "CCEL Policy").

"Cloud Machine Instance" means a Virtual Machine that is run in a Cloud Computing Environment. "Compute Engine Instance" and "Cloud Engine Instance" are included within the concept of a Cloud Machine Instance.

“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 Product at any single point in time.

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

“Dedicated” means a named Customer contact person who interfaces with TIBCO’s support personnel.

“Developer” means a Named User authorized to use the Product 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, unless otherwise stated in the Documentation, a License Type for the Product which includes 2 Units of Test and 5 Developers. For the TIBCO® BPM Suite, each Unit of DevTest means 1 Pack. 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.

“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 Product, 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 by License Type then deployed and in 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 Company, 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.

“Error” means a material failure of the Product to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.

“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.

“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, unless otherwise stated in the Documentation, the smallest functionally-complete copy of Product. 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 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 Spotfire® 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 Spotfire® 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.

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

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

"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.

"Named User" means, unless otherwise stated in the Documentation, an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Product, regardless of whether or not the individual is actively using the Product at any given time. An individual shall only be designated as a Named User on the earlier of a) they are authorized by Customer to access the Product or b) once they have accessed the Product.

"Node" means for TIBCO ActiveSpaces® a copyset node or proxy where each copyset node or proxy is an operating system process with a unique process id.

"Non-Production" means, unless otherwise stated in the Documentation, a non-operational environment into which the Product 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.

"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 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 Product name.

"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://www.cloud.com/content/dam/cloud/documents/legal/tibco-processor-licensing-policy.pdf> and/or (ii) the TIBCO Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf>.

"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, unless otherwise stated in the Documentation, a License Type for the Product 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 TIBCO® BPM Suite each Unit of ProdPlus includes 1 Named User for Production, 5 Developers and unlimited number of Named Users for Test.

For the Spotfire® Analytics Suite and its Add-Ons, and for any Spotfire Statistica™ product licensed by Named User, and for any Spotfire® product licensed by Named User, each Unit of ProdPlus includes 1 Named User for use in any environments.

"Production" means, unless otherwise stated in the Documentation, an operational environment into which the licensed Product 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 Company from time to time that are (a) attributed to a particular Company 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 Company product family's then current list price.

"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 Product at any given time, designated by Customer to access the Product for the sole purpose of searching for and viewing data.

"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.

"Service Levels Guide" means the document describing the support and severity levels located at <https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf>.

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

"Unit" means a license restriction describing the manner in which a copy (or multiple copies) of the Product 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.

"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.

Jaspersoft Business Unit Terms

The following terms apply to the Jaspersoft Business Unit

1. Maintenance terms for Jaspersoft Business Unit Products are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/maintenance-terms.pdf>
2. For the purposes of the Jaspersoft Business Unit, the Service Level Guide is available at: <https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf>
3. For an Order that specifies that Customer is licensing the Software on an ISV or SaaS usage basis, the following terms apply: <https://www.cloud.com/content/dam/cloud/documents/legal/saas-customer-terms.pdf>
4. Pursuant to an Order, Customer may use the community edition of the Jaspersoft® Studio Product in Production pursuant to the terms of this Agreement, except that the Product is provided “AS IS” WITHOUT MAINTENANCE OR ANY WARRANTIES OR INDEMNITIES.
5. For the JasperReports® Server and Jaspersoft® Studio Products, upon Customer’s written request, Company may deliver source code to Customer. Customer’s use of such source code is subject to the terms of the Agreement. Customer shall not (1) distribute any Product source code to any third party or (2) modify the Product source code in any way that materially changes the substantive features or functionality of the Product.

Jaspersoft Business Unit Products Definitions

“CCE Administrative License Fee” means a license fee to be paid to cover costs to support Customer’s use of applicable Software in one or more Cloud Computing Environments. The administrative license fee shall equal thirty percent (30%) of the cumulative license fees (Perpetual or Subscription fees) paid to Company for the 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 Software under the applicable Agreement.

“Cloud Computing Environment” means a virtual, cloud-based networking solution managed / maintained by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances, and offered to the public for use and purchase. If permitted pursuant to an Order, use of Software in a Cloud Computing Environment shall be governed, among other things, by the Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf> (the “CCEL Policy”).

“Cloud Machine Instance” means a Virtual Machine that is run in a Cloud Computing Environment. “Compute Engine Instance” and “Cloud Engine Instance” are included within the concept of a Cloud Machine Instance.

“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 Product at any single point in time.

“Core” means, unless otherwise stated in the Documentation, for Jaspersoft® only, an individual processor within a CPU.

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

“Dedicated” means a named Customer contact person who interfaces with Company’s support personnel.

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

“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 Product, 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 by License Type then deployed and in 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 Company, 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.

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

"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.

"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 Jaspersoft® Software that Customer has the right to distribute to an end user as part of a Customer Application

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

"Named User" means, unless otherwise stated in the Documentation, an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Product, regardless of whether or not the individual is actively using the Product at any given time. An individual shall only be designated as a Named User on the earlier of a) they are authorized by Customer to access the Product or b) once they have accessed the Product.

"Non-Production" means, unless otherwise stated in the Documentation, a non-operational environment into which the Product 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.

"Platform" means for each discrete 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 Product name.

"ProdPlus" means, unless otherwise stated in the Documentation, a License Type for the Product 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.

"Production" means, unless otherwise stated in the Documentation, an operational environment into which the licensed Product 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 Company from time to time that are (a) attributed to a particular Company 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 Company product family's then current list price.

"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 Product at any given time, designated by Customer to access the Product for the sole purpose of searching for and viewing data.

"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.

“Service Levels Guide” means the document describing the support and severity levels located at <https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf>.

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

"Unit" means a license restriction describing the manner in which a copy (or multiple copies) of the Product 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.

“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.

XenServer Business Unit Terms

The following terms apply to XenServer Business Unit

1. XenServer Business Unit Products are available at <https://xenserver.com/buy>.
2. Maintenance services are described at <http://xenserver.com/support>.
3. Renewal options for XenServer Business Unit Subscriptions available in Customer's ordering location are identified at <https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html>. Customer may view its renewals selection for purchased Subscriptions at any time at <https://www.mycitrix.com/>.
4. Notwithstanding anything to the contrary in the End User Agreement, if permitted as part of the Order, Product terms, or Use Level, XenServer Business Unit Products may be commercially shared with third parties, used for the purposes of providing processing services, or to support the Customer proprietary services offerings.

XenServer Business Unit Products Definitions

"CPU Socket" means an individual populated CPU socket on a server running the Product. Unpopulated CPU sockets, i.e. a CPU socket not having a CPU does not require a license. The SKU description for each product or maintenance offering ordered confirms your product entitlements. In the event of a conflict between a SKU description and this table, the SKU description shall control.

"Unit Type" means the purchased Product entitlement(s) under the Product terms by which Company measures, prices, and offers the Products to Customer as set forth at <https://xenserver.com/buy>.

"Courseware" means materials provided alone or as part of courses under Education Services.