

SERVICE LEVELS GUIDE



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1 Severity Level Definitions

“**Severity 1**” is an emergency production situation where the Product 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 Product is usable but materially incomplete; or (c) one or more mainline functions or commands is inoperable;

“**Severity 3**” is where the Product is usable, but does not provide a function in the most convenient manner; and Customer 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.

2 Maintenance Terms

The Maintenance terms are located at <https://www.cloud.com/content/dam/cloud/documents/legal/maintenance-terms.pdf>

3 Maintenance Service Levels

3.1 TIBCO® Maintenance Service Levels

MAINTENANCE LEVEL	Updates Only	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
Service Hours:	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
Initial Response:	N/A	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 Hours	Severity 1: 1 Hour Severity 2: 2 Hours
Target Resolution:	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
Authorized Contacts:	N/A	Unlimited	Unlimited	Unlimited
Enterprise Customer Success resources and deliverables¹	N/A	N/A	N/A	For details refer to: https://www.tibco.com/customer-success-plans

¹Subject to additional fees for Subscription Gold customers

The Maintenance levels stated above may also apply to TIBCO DQ® products if listed in the applicable Order.

3.2 TIBCO Spotfire® Maintenance Service Levels

MAINTENANCE LEVEL	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
Service Hours:	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
Initial Response:	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 hours	Severity 1: 1 Hour Severity 2: 2 Hours priority queuing
Target Resolution:	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
Named Support Contact	No	No	Yes
Number of Contacts:	Unlimited	Unlimited	Unlimited

3.3 TIBCO Jaspersoft® Maintenance

MAINTENANCE LEVEL	Standard	Premium
Service Hours:	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
Initial Response (Initial/ Follow-up):	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
Support Channel	Web, email, phone	Web, email, phone
Number of incidents	12 per year	Unlimited
Named Support Contact	No	Yes
Number of Contacts:	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.

- 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.

3.4 Maintenance Levels for TIBCO FOCUS®, TIBCO WebFOCUS®, TIBCO® Service Manager, TIBCO® Data Migrator, and TIBCO DQ, TIBCO Health Essentials, TIBCO® iWay, TIBCO Law Enforcement Foundation, and TIBCO Omni 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

Maintenance Levels

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

Maintenance Level	ibi Silver	ibi Gold
Service Hours:	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
Initial Response:	Severity 1: 1 hour Severity 2: 3 hours Severity 3: 5 hours Severity 4: 8 hours	Severity 1: 1 hour Severity 2: 1 hour Severity 3: 1 hour Severity 4: 1 hour
Target Resolution**	NA	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: NA Severity 4: NA

Web Based Support*	Yes	Yes
Phone Support	Yes	Yes

* Web based support may be accessed at <https://support.tibco.com>.

** Company reserves the right to use any resolution delivery method, including but not limited to work-arounds, configuration changes, rollback to a supported functioning version, or application coding techniques to resolve a Severity 1 or Severity 2 issue. Resolution of any issue(s) that Company provides in the form of a release of Software will address issue(s) only with respect to the most current release.

The following is a list of features included in the ibi Gold Maintenance level:

Ibi Gold
<ul style="list-style-type: none"> ● Unlimited Annual Request Limit ● Assigned Gold Success Manager & Gold Technical Architect ● Priority Support routing of all cases to dedicated team of Senior Support Engineers ● Performance review, issue remediation, and capacity planning ● Priority access to subject matter experts for all ibi products ● 24/7 phone support, off-hours & weekend on-call access to SMEs ● Subject matter expert upgrade support and guidance ● Priority queuing, review, and consideration of new features ● Scheduled weekly conference calls & weekly status report ● Adoption and future planning guidance ● Access to learning path enablement tools/materials ● Replicated in-house environments for testing purposes and to provide fixes ● Product advocacy for issue resolution and direct influence with product roadmaps ● Gold customers community events ● Membership in Customer Advisory Board ● Quarterly business reviews with the Gold success manager and sales account teams ● Regular usage and deployment reports ● Business Value Health Check reviews conducted by the Gold success manager ● Product adoption roadmap ● Product roadmap and technology innovation planning sessions ● Orchestration of technical, executive, and other ibi resources as needed for customer advocacy

3.5 Maintenance Levels and Availability for TIBCO® Inform Cloud

MAINTENANCE LEVEL	Inform Cloud Standard
Service Hours	9am to 5pm Monday through Friday US Eastern Time, excluding holidays
Initial Response (Initial / Follow-up):	4 business hours / 1 business day

Support Channel:	Email:inform_techsupport@tibco.com Phone: 631-851-0222
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Availability

TIBCO Inform Cloud system will be generally available 99.95% of the time, except as otherwise provided below, for the following:

- Web Portal
- Incident/Claim entry
- Remote field location (stores, warehouses, etc.)
- Secure electronic data transfers.

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

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.95\%$$

Planned Downtime

Company reserves the right to perform maintenance as needed and shall provide Customers with notice of such work. When possible, Company shall perform maintenance after normal business hours or on weekends.

3.6 TIBCO Desktop Support

TIBCO Desktop Support	
Service Hours	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
Initial Response	All severity levels, 1 business day
Version Supported	Most current generally available
Updates	Included

3.7 TIBCO Cloud™ API Management Service Levels (product formerly known as TIBCO Mashery® or TIBCO Cloud™ Mashery®)

The product TIBCO Cloud Mashery® changed its name to TIBCO Cloud™ API Management. Any reference to TIBCO Cloud API Management and TIBCO Cloud API Management - Local Edition in this guide means TIBCO Cloud Mashery, TIBCO Mashery, or TIBCO Mashery - Local Edition, for the purposes of any Customers that purchased TIBCO Mashery before the product name change.

3.7.1 TIBCO Cloud API Management Service Levels and additional terms

With the exception of subsections c, e and f of this section 3.7.2., or where specifically stated, the following sections apply to the TIBCO Cloud API Management Service, TIBCO Cloud API Management – Local Edition and TIBCO Cloud API Management - Basic. API Management Gold support is not available for TIBCO Cloud API Management - Basic.

a. Support Services

- i. If Customer experiences an outage, failure, or problem with TIBCO Cloud API Management (each, an “Issue”), Customer shall make a support request in the manner set forth herein (each, a “Case”).
- ii. In order to enable Company to reproduce and address the Issue appropriately, the Case should include the following elements:
 - A. Concise summary of the issue Customer is reporting, including a timeline of when the issue was first observed.
 - B. Business or technical impact statement
 - C. Sev Level - Refer to the definitions set forth below and assign a severity level of Sev 1 - Critical to Sev 4 - Low to the Issue
 - D. Detailed reproduction information. For example, a Case regarding an API outage would include an exemplary API call with applicable details such as URL, HTTP Headers, Post Body, Credentials, etc.
 - E. Log files as appropriate (generally only applicable to TIBCO Cloud API Management – Local Edition)

A Case will not be considered logged for purposes of the response times below if all applicable information set forth in (A) – (E) is not provided.

- iii. Following receipt of the Case, Company will respond in accordance with the following response times:

Issue Type	Definition	API Management Standard Support Response Time	API Management Gold Support Response Time
Sev 1 - Critical	TIBCO Cloud API Management is down in a Production environment (product deployed in a Production environment is unusable resulting in total disruption of use or outage of TIBCO Cloud API Management). This means that TIBCO Cloud API Management is compromised in a way that performance of Customer’s APIs is severely impacted. The APIs cannot run in a normal way and partner/developer/application access to the APIs may not be possible. No workaround is available.	30 Minutes	15 Minutes
		Problem worked 24x7 until resolved or downgraded Updates provided hourly or as agreed upon	
Sev 2 - High	A major feature or function failure, which results in the operation of TIBCO Cloud API Management being severely restricted. This means that normal operation of the Customer’s API program is significantly impaired, but it may not be totally inoperative. For example, applications using the APIs may run normally, but new partners might not be able to be registered or issued keys. No workaround is available.	2 Business Hours (PST)	1 Hour
Sev 3 - Medium	TIBCO Cloud API Management will operate with limitations that are not critical to the overall operation. For example a workaround forces a user and/or a systems operator to use a time consuming procedure to operate the system; or removes a non-essential feature. This means that the Customer’s API program is basically operative, but certain features may have stopped working as expected/documented. For example, a particular report may not be accessible.	8 Business Hours (PST)	4 Business Hours (PST)

	General product configuration/usage questions should use this severity level.		
Sev 4 - Low	TIBCO Cloud API Management can be used with only slight inconvenience. The Issue may be a simple bug with workarounds existing. Feature requests should be filed under this severity level.	16 Business Hours (PST)	8 Business Hours (PST)
In each instance of a Sev 1-Critical for Standard support customers and Sev 1-Critical/Sev 2 - High for API Management Gold Support customers, Company will, after the initial response, within a time frame mutually agreed upon by the parties, provide Customer with an action plan for resolution of Issues.			

iv. Customer will report Issues in the following manner:

API Management Standard Support		
	TIBCO Cloud API Management, TIBCO Cloud API Management – Local Edition	TIBCO Cloud API Management Professional
Sev 1 - Critical	TIBCO Support portal; Telephone Support 24x7	TIBCO Support portal; Telephone Support 24x7
Sev 2 – High Sev 3- Medium Sev 4 - Low	TIBCO Support portal; Email; Telephone Support available Monday through Friday, 9 am through 5 pm, Pacific Time	Community Support Only

API Management Gold Support TIBCO Cloud API Management and TIBCO Cloud API Management – Local Edition only	
Sev 1- Critical Sev 2 - High	TIBCO Support portal; Telephone Support 24x7
Sev 3- Medium Sev 4 - Low	TIBCO Support portal; Email; Telephone Support available Monday through Friday, 9 am through 5 pm, Pacific Time, except for United States Federal holidays

Reporting an issue using a different method than those shown above will result in delayed responses. The response times in the table above only apply to appropriately reported issues.

Issues initially assigned a lower severity level than Sev 1- Critical for Customers on Standard Support or Sev 2 - High for Customers on Gold Support may be escalated to a higher severity level using the support telephone number.

- b. Support Contact Information (subject to change upon written notice to Customer)
 - i. TIBCO Support portal: <https://support.tibco.com>
 - ii. Email: support@tibco.com
 - iii. Telephone: To view the Support contact numbers please log into the Support Portal and navigate to 'About Support' and then 'Contact Us'.
- c. Customer Responsibilities
 - i. Proper support for TIBCO Cloud API Management requires coordination with Customer personnel relating to certain details regarding Customer's systems and specifications. This section 2 describes certain steps required to ensure proper coordination.
 - ii. Access to the support services listed herein requires that Customer complete the Go-Live Process at least 7 days in advance of utilizing TIBCO Cloud API Management for production traffic. The Go-Live Process is included as a part of the project plan for implementation (as

outlined in an Implementation Guide or Statement of Work, as applicable) and will be lead by Company personnel leading the implementation process.

- iii. In order to deliver the expected service availability, TIBCO Cloud API Management must be able to utilize any location in TIBCO Cloud API Management's global network and may failover or reroute any Customer traffic via both automated and manual triggers. As such, if Customer is utilizing IP whitelisting as a means of securing communications with TIBCO Cloud API Management, Customer must whitelist all locations used by TIBCO Cloud API Management. Company maintains a list of all such IP addresses on the following web page and will proactively notify Customer of pending changes at least 30 days in advance of the change: http://support.mashery.com/docs/read/proxy_information/Security_Options#whitelist
 - iv. Secure Sockets Layer ("SSL") certificate renewals must be provided a minimum of 7 business days in advance of the expiration of such certificate. In the event that such renewed certificate is provided to Company fewer than 7 business days in advance of expiration, Company cannot guarantee installation of such certificate prior to expiration. SSL certificate renewals can be coordinated by contacting Company support as set forth in Section 3.8.2(b).
- d. **System Maintenance**
- i. Scheduled maintenance is carried out between the hours of 9 pm – 10 pm Tuesday, Pacific Time. Company may change the maintenance window upon at least 5 business days prior written notice to Customer.
 - ii. All reasonable efforts are taken to ensure Traffic Management capabilities are unaffected during maintenance. Should maintenance include impact to production traffic, a notification will be sent out at least 5 business days in advance or as early as practicable.
 - iii. Company will also notify Customer of all scheduled maintenance at least 5 business days in advance of that scheduled maintenance, or with as much notice as possible in the case of an Emergency Maintenance window, which may be deemed critical by Company in order to ensure production stability or availability.
 - iv. In periods of scheduled maintenance to TIBCO Cloud API Management, TIBCO Cloud API Management – Local Edition API traffic will continue to operate normally, with the possible exception of certain cloud synchronization activities (e.g. policies, keys, service definitions, acceptance of reporting metrics). Company will notify Customers using TIBCO Cloud API Management - Local Edition of scheduled maintenance that will affect synchronization activities pursuant to the timelines in the preceding paragraph.
- e. **SLA Reporting**
- i. SLA reports will be made available by Company upon Customer's request.
 - ii. Service Outage event root cause analysis and corrective action reports are available to all affected Customers upon request.
- f. **Service Volume Management**
- i. If Customer processes over 100 million API calls per month through TIBCO Cloud API Management, Customer must notify Company as set forth in paragraph 1(e) at least 30 days in advance should it anticipate API growth that would exceed its prior 30 day daily average by greater than 20%.
- g. **Customer Load Tests**
- i. If Customer requires a load test using TIBCO Cloud API Management's based system, Customer must contact TIBCO Cloud API Management support via the Company Support portal (see paragraph 3.8.2(b)) at least 10 business days in advance of such load test. Company may reject the scheduling of the load test based on the details of the test, as well as

availability of resources. In such event, Company will provide an alternate date within 5 business days of receipt of the request

- ii. Company, 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.
- iii. Load tests that exceed Customer's contracted traffic volumes may require a formal professional services engagement and one time usage fees.

TIBCO Cloud API Management Professional Edition does not allow for customer load tests.

3.7.2 TIBCO Cloud API Management – Availability

- a. Cloud Service availability will be monitored by Company's external 3rd party service level availability monitoring service on 1-minute interval cycles. TIBCO Cloud API Management availability will be measured against Company's synthetic service level availability monitoring API endpoints, which measure availability of the core features of the service.

"Service Outage" is defined as when the monitoring service detects a failure on the monitored endpoint. Errors are triggered either by no response or unexpected content errors using a 3-strike methodology to remove cases of intermittent geographical network irregularities. The Service Outage period starts at the time such failure is reported and ends at the time the failure is cured.

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:

Service Availability of TIBCO Cloud API Management		
Below	But not Below	Monthly Service Credit (as a percentage of the effective monthly service fee)
99.9%	99.5%	5%
99.5%	99.0%	10%
99.0%	98.5%	15%
98.5%	0%	25%

- b. Service Credit Process
 - i. Credit requests must be submitted to Company within 30 calendar days of the end of the month during which TIBCO Cloud API Management availability was at a level that would give rise to Company's service credit obligation.
 - ii. Each claim 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.
 - iii. Customer must submit the required information through a support case to TIBCO Cloud API Management support.
 - iv. Company will acknowledge all claims within 5 business days and will review all claims 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.

- v. Customer shall not be entitled to availability service credits if Customer fails to comply with paragraphs i and ii above.
- vi. Approved service level credits will be applied to the Customer's bill during the billing cycle following the month in which the claim was approved.
- c. **Exclusive Remedies.** The provisions of this section state Customer's sole and exclusive remedy for any service availability deficiencies of any kind and are in lieu of any remedies provided by Company for TIBCO Cloud API Management.

3.7.3 Monthly Overages

TIBCO Cloud API Management - Enterprise Overages

On a quarterly basis throughout the Cloud Service Term, Company will review Customer's actual number of QPM's consumed for each month of the previous quarterly period. If Customer exceeded the allowable number of QPM's in a given month, Company will invoice, and Customer shall pay, the fees for the additional Number of Units required to cover the excess volume of QPM's for each month during the previous quarterly period. The monthly fees for the excess QPM's shall be calculated per the table below. The overage charge for each month shall be calculated by multiplying the resulting Number of Units in the last column below by the Monthly Fee per Unit.

Item Description	Unit	Monthly Fee per Unit	Number of Units
TIBCO Cloud API Management - Cloud Traffic	5 x 1M QPM	\$750	Number of QPM's in excess of entitlement divided by 5 million and rounded up to the nearest whole number.

4 Cloud Service Uptime

4.1 General Availability

Availability

Except for the products listed below with specific availability commitment, 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 Company gives no less than four (4) hours' notice, (ii) any unavailability of the Cloud Service caused by circumstances beyond Company'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 Customer has purchased the Enhanced SLA for TIBCO® Reward, as stated in Customer's Order 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 Customer subscribes to the Cloud Service, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

Planned Downtime Schedule

Company 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, Company shall notify the Customer as soon as is practicable and this shall be counted as excluded down time. Company shall use reasonable means to avoid such unscheduled downtime.

Emergency Downtime

Emergency downtime occurs outside of the Planned Downtime Schedule. Company 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 Company 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.

4.2 TIBCO Cloud™ Passport, TIBCO® Cloud Integration and TIBCO Cloud™ Messaging – Cloud Service Availability

For TIBCO Cloud™ Passport, 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:

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

Service Credit Process:

1. Credit requests must be submitted to Company 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. Company 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.

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 Company Lic.

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

- 4.3 Cloud Service Uptime for TIBCO WebFOCUS® Cloud, TIBCO® iWay Service Manager Cloud, TIBCO Health Essentials® Cloud, TIBCO Law Enforcement Foundation® Cloud, TIBCO® Data Migrator Cloud, and TIBCO Omni® 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 Company gives no less than four (4) hours’ notice, (ii) any unavailability of the Cloud infrastructure caused by circumstances beyond Company’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

Company 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 Customer.

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

Emergency Downtime

Emergency downtime occurs outside of the Planned Downtime Schedule. Company 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 Company 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.

5 TIBCO Cloud Service Support levels (for TIBCO Cloud Passport see Section 6)

SUPPORT LEVEL	Standard Support			Premium Support
Service Hours:	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.
Initial Response	Severity 1 & 2: 4 Business Hours			Severity 1 & 2: 4 Hours
Support Channel	Web, phone (located at http://support.tibco.com)			Web, phone (located at http://support.tibco.com)
Number of Service Requests per year	10	TIBCO EBX® Cloud Enterprise : 20	TIBCO® Cloud Integration: 25	Unlimited
Number of Contacts:	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 Service](#) terms
- Premium Support: Customer to provide Company with a dedicated point of contact that will be available until issue is resolved.
- Company will notify Customers for either Planned or Emergency Downtime for TIBCO Cloud using the TIBCO Cloud status page (status.cloud.tibco.com).
- Data traffic:
 - The data traffic from and to the TIBCO Cloud Service is governed by a "fair usage policy". Company 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. Company may reject the scheduling of the load test based on the details of the test, as well as availability of resources.
 - Company , 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, Company 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, Company will provide a notice to the Customer. If upon a subsequent review the Customer is still exceeding their number of Application Instances, Company 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.

6 TIBCO Cloud™ Passport

SUPPORT LEVEL	Cloud Standard	Cloud Premium	Cloud Premium Plus	
Service Hours:	<p>Mon-Fri 9am-5pm support in one (1) time zone per customer. (24 x 7 for Severity 1 issues). Customer's time zone is based upon customer's primary business location and is assigned by TIBCO.</p> <p>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.</p>	<p>Mon-Fri 9am-5pm support in customer time zone (24 x 7 for Severity 1 and 2 issues). Customer's time zone is based upon Customer's primary business location and is assigned by TIBCO.</p> <p>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.</p>	<p>Mon-Fri 9am-5pm support in one (1) time zone per customer. (24 x 7 for Severity 1 and 2 issues). Customer's time zone is based upon Customer's primary business location and is assigned by TIBCO.</p> <p>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.</p>	
Initial Response	<p>Severity 1: 2 Hours Severity 2: 4 Business Hours Severity 3: 8 Business Hours Severity 4: 24 Business Hours</p>	<p>Severity 1: 1 Hour Severity 2: 2 Hours Severity 3: 8 Business Hours Severity 4: 24 Business Hours</p>	<p>Cloud API Management</p> <p>Severity 1: 15 minutes Severity 2: 1 Hour Severity 3: 4 Business Hours Severity 4: 8 Business Hours</p>	<p>All other Cloud Passport capabilities</p> <p>Severity 1: 1 Hour Severity 2: 2 Hours Severity 3: 8 Business Hours Severity 4: 24 Business Hours</p>
Support Channel	Web, phone (located at http://support.tibco.com)	Web, phone (located at http://support.tibco.com)	Web, phone (located at http://support.tibco.com)	
Number of Service Requests per year	50	Unlimited	Unlimited	
Number of Contacts:	Unlimited	Unlimited	Unlimited	

7 TIBCO® Reward and tibbr® Maintenance

7.1 TIBCO® Reward Maintenance Service Levels

MAINTENANCE LEVEL	Reward Support	TIBCO Reward Support - Platinum Support Add-On

Service Hours:	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
Initial Response:	Severity 1 & 2: 1 Business Day	Severity 1, 2 & 3: 1 Hour
Target Resolution	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
Number of Contacts:	Unlimited	Unlimited
Web & Phone Support	Included	Included

7.2 tibbr® Maintenance

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

8 Open Source Project Support

Open Source Project Support is only offered by Company 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 Company customers and logged through Company Support will receive priority treatment when TIBCO Engineering schedules future releases. Open source project updates including fixes may be delivered through Company's own distribution packages or through the Open Source Project web site.

OPEN SOURCE PROJECT SUPPORT LEVEL	Basic	Premium
Service Hours	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
Initial Response	Severity 1 & 2: 4 Hours	Severity 1 & 2: 4 Hours
Authorized Contacts	Unlimited	Unlimited

9 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 Company Support channel.