Cloud Computing Environment Licensing Policy

(Effective December 1, 2021)

For Customers that entered into an Order with Company between April 7, 2020 and December 1, 2021, the previous CCEL Policy applies, which can be found here: https://terms.tibco.com/#ccel-policy.

A. Introduction

Certain Software is licensed by the Unit type "Processor." This Cloud Computing Environment Licensing Policy ("CCEL Policy) describes how to calculate the number of Processor Units which should be licensed when deployed in a Cloud Computing Environment. Any other Unit types shall be counted one for one if moved from on-premise to a Cloud Computing Environment. Any capitalized terms used in this document and not otherwise defined are defined at https://www.cloud.com/content/dam/cloud/documents/legal/business-unit-terms.pdf .

B. Administrative License Fee

If this CCEL Policy is incorporated into one of your Agreements with Company, and the Agreement does not contain a specific license grant to deploy the Software covered by that Agreement in a Cloud Computing Environment, then the Software licensed under that Agreement shall also be governed by the following license grant and additional terms:

a) Subject to (i) the CCEL Policy and all other license restrictions and limitations contained in the applicable Agreement(s), and (ii) payment of the CCE Administrative License Fee and associated Maintenance (if any) in accordance with the next paragraph, Company hereby grants Customer the right to deploy any Software that it licensed under the Agreement(s) into a Cloud Computing Environment. Customer shall (i) ensure that any third-party provided Cloud Computing Environment does not grant access to the Software to any party except for Customer, (b) be responsible for monitoring any third-party provider's hosting of Software, including compliance with the license terms and (iii) be responsible for any violations of the Agreement by a third-party provider.

b) The CCE Administrative License Fee and the associated first annual Maintenance fee (if any) shall be due on or before the first deployment (the "CCE Deployment Date") of any applicable Software in a Cloud Computing Environment. Thereafter the associated annual Maintenance fee (if any) shall be due on each anniversary of the CCE Deployment Date.

c) Once such Software is deployed in a Cloud Computing Environment, even on a temporary basis, the CCE Administrative License Fee and associated Maintenance (if any) shall be due to Company.

d) The license grant set forth above (a) does not directly or indirectly grant any Number of Units in excess of those set forth in the applicable Agreement(s) or any associated deployment report and (b) is subject to the remainder of this CCEL Policy.

For the sake of clarity, Company's Processor Licensing Policy does not apply to Cloud Computing Environments or to any count of Processors relating to Software deployed in a Cloud Computing Environment, in which Processors shall be counted solely in accordance with the terms of this CCEL Policy. The only exceptions would be Bare Metal environments, which follow the Company Processor Licensing Policy.

C. Calculation

In a Cloud Computing Environment, the number of **Processor Units** is calculated as follows:

a) If the number of Instances/Virtual Machines can increase dynamically, then Customer count must include the maximum Number of Instances/Virtual Machines running the Software that could ever run concurrently based on the Customer's configuration. For avoidance of doubt, for a Nested Virtual Machine Environment, the counts should be for the Nested Virtual Machines that are running the Software.

b) For each of those Instances/Virtual Machines described in section (a)., the count of Virtual Processors is the maximum number of vCPUs that a cloud machine type is capable of running (counted in increments of whole numbers). If a machine is capable of multithreading, then multiply the number of Virtual Processors for that Instance/Virtual Machine by 0.5. For clarification, the lowest unit of measurement for Virtual Processors is one for each Virtual Machine; any fraction shall be rounded upward to the next whole number.

c) The number of Processor Units needed for the Cloud Computing Environments shall be the total number of Virtual Processors as calculated based on sections (a) and (b) above.

D. Active Enterprise, Project, or Unlimited License

a) If Customer has an active Enterprise, Project, or Unlimited license grant and wishes to move to a Cloud Computing Environment, it may do so upon payment of the Administrative License Fee and associated Maintenance (if any). At the end of the Enterprise, Project, or Unlimited Term, Customer shall use the methodology contained in this CCEL Policy to calculate the number of Processors deployed in its Cloud Computing Environments.

b) In all other cases, where Customer does not have an active Enterprise, Project, or Unlimited license and wishes to move to a Cloud Computing Environment, it may do so in accordance with this policy.

E. General

Company reserves the right to amend, modify or rescind section C of this policy if existing technologies are supplemented or replaced by other technology intended to add abstraction layers or otherwise increase the general computing power of a Cloud Computing Environment by permitting additional processes to be run on a Processor (physical or virtual) in excess of those processes contemplated by available technologies as of the date of this CCEL Policy. Company will only rescind section C if amendments or modifications to this policy are unable to achieve the intended one to one relationship between physical Processors and Processors used in Cloud Computing Environments.

Additional Definitions

"Virtual Processor" means a simulation of a Physical Processor that is serially time-multiplexed across one or more Physical Processors. In a Cloud Computing Environment, the count of Virtual Processors is the maximum number of vCPUs that a cloud machine type is capable of running.

"Bare Metal" means, in a Cloud Computing Environment, a physical computer server that is dedicated to one Customer.

“Nested Virtual Machine” means, in a Cloud Computing Environment, an Instance/Virtual Machine which is contained within another Instance/Virtual Machine.