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# Equipment Maintenance Program Guide

# 1. Overview

This Equipment Maintenance Program Guide (“Equipment MPG”) sets forth the terms and conditions by which TIBCO shall provide, and its customers shall receive, Maintenance for Equipment.

Maintenance services are optional and are available at the Bronze, Silver and Gold levels. Software Maintenance is determined by the level of Equipment Maintenance purchased, i.e. Maintenance levels for Equipment Software must be equal to the Maintenance levels for the corresponding Equipment, e.g. Silver level Equipment Maintenance will include Silver level Software Maintenance for the Equipment Software.

Maintenance for Equipment Software is subject to the Maintenance Terms and the Service Level Guide located at <https://terms.tibco.com/>. In the event of a conflict between the MPG and this Equipment MPG, where such conflict pertains to Equipment, this Equipment MPG shall prevail.

Solely as used in this Equipment MPG, “Agreement” means this Equipment MPG and any agreement currently in effect between Customer and TIBCO related to the Equipment.

# 2. Equipment Maintenance Service Levels

MAINTENANCE LEVEL	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
<b>Service Hours:</b>	9 a.m. -5 p.m., Monday-Friday (“Business Hours”) 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., A.P.A.C. and Japan.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
<b>Initial Response:</b>	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 Hours	Severity 1: 1 Hour Severity 2: 2 Hours

<b>Target Resolution:</b>	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
<b>TIBCO DirectConnect<sup>SM</sup></b>	N/A	Add-on options (for an additional fee): - TIBCO DirectConnect <sup>SM</sup> On-Demand - TIBCO DirectConnect <sup>SM</sup> Premier	Includes TIBCO DirectConnect <sup>SM</sup> Premier
<b>Authorized Contacts:</b>	Unlimited	Unlimited	Unlimited

### 3. Equipment Maintenance Terms and Conditions

- 3.1. **Equipment Maintenance - Scope.** This Section 3 applies to Maintenance of Equipment, specifically excluding Maintenance for the TIBCO Messaging Appliance™ (“TMA”), the TIBCO Enterprise Message Service™ Appliance (“TEA”) and the TIBCO FTL® Message Switch (“TFS”) and is subject to Section 5 (Maintenance Exclusions) and Section 6 (Customer Responsibilities) set forth below. TMA, TEA and TFS Maintenance terms are set forth in Section 4 below.
- 3.2. **Equipment/Component Repair or Replacement Protection.** During the Maintenance term, for all Equipment Maintenance levels, and subject to Customer’s compliance with the Agreement, TIBCO shall, at its sole option, either repair or replace the covered Equipment or component thereof that TIBCO can confirm is causing an error.
- 3.3. **Contacting Support; Troubleshooting.** Upon discovering an error, Customer must promptly first place a call to the designated support number. TIBCO will provide basic telephone technical assistance for installation, product configuration, setup and problem resolution for the Equipment. Prior to scheduling Equipment replacement or repair, TIBCO may ask Customer to provide relevant information, start diagnostic tools and perform other supporting activities outlined in Section 6 below.
- 3.4. **On-site Equipment Repair Process.**
- 3.4.1. On-site repair support is available solely for TIBCO LogLogic® Customers using Security Event Manager (“SEM”), and H4/H4R1 Generation Log Management Infrastructure (“LMI”) Appliances.
  - 3.4.2. If TIBCO determines that the Equipment or component thereof may be repaired at Customer’s location, TIBCO will endeavor to dispatch a TIBCO (or TIBCO-contracted) technician to the Customer’s location by the next business day; provided, however, that

Customer must immediately notify TIBCO in writing in advance if the Equipment is located in an area with restricted access which may require a technician with special qualifications. In such instance, TIBCO will use commercially reasonable efforts to locate and contract, if necessary and at Customer's expense, a technician with such special qualifications; provided that Customer understands and agrees that any reasonable delay or failure in procuring such technician shall not constitute a breach of the Agreement.

**3.5. Equipment Replacement – Processes and Procedures.** Except as otherwise provided in Section 3.4 above, TIBCO will take all commercially reasonable steps to replace the Equipment or component thereof, as applicable; provided that Customers follow the return material authorization (“RMA”) procedure described in this Section 3.5. In the event that TIBCO recommends replacement of a component, TIBCO will provide Customer with instructions for the removal of the component and the installation of the replacement component.

3.5.1. Customer must obtain an RMA from TIBCO prior to returning any Equipment to TIBCO. Customer may request an RMA by logging a Service Request with TIBCO Support (<https://support.tibco.com>) or by contacting the Technical Assistance Center by phone via the phone numbers published on the TIBCO Support web site. Customer must provide the following information related to every Equipment or component thereof to be returned:

- Model number, and serial number, eth0 MAC address or Tag ID of the Equipment, and, if returning an Equipment component, a description of such component;
- Sender's name, telephone, email address and fax number;
- Reason for return, i.e. a description of the error; and
- Ship-to address, including contact name, email address and phone number of the individual to receive the TIBCO replacement Equipment.

3.5.2. If the RMA is received, authorized and processed by TIBCO before 2 PM Pacific Standard Time (USA) or 2PM UK (GMT) Time, TIBCO will ship replacement Equipment: (1) on the same business day where the Equipment or component to be replaced does not require customization; and (2) within forty-eight (48) business hours where the replacement Equipment requires customization. Non-customized shipped replacement Equipment or components will be factory-default/off-the-shelf. Any shipped repaired or replaced Equipment or components may be refurbished or include refurbished components.

3.5.3. TIBCO will ship replacement Equipment for next local business day standard delivery to Customer's location free of freight charges. Unless otherwise specified or agreed upon, factory default/off-the-shelf Equipment will be shipped with the latest Software.

3.5.4. TIBCO will provide Customer with a shipping account number or prepaid shipping label to use for purposes of returning defective Equipment or components. While Customer is not obligated to return defective Equipment or components before TIBCO will ship replacements, Customer is nonetheless required to ensure that the returned Equipment is received by, or is in transit to, TIBCO or its designee within ten (10) business days of Customer's receipt of the replacement Equipment. Otherwise, TIBCO will promptly invoice Customer for the then-current list price for such unreturned Equipment and

Customer agrees to pay such invoice on a net thirty (30) day basis.

3.5.5. TIBCO strongly recommends that Customer keep all original packing material received with the Equipment for use in any Equipment return. If Customer no longer has the original packaging, Customer may request that TIBCO send them replacement packaging at Customer's cost. Customer shall also be wholly responsible for any damage or loss of the Equipment in transit; TIBCO recommends that Customer procure sufficient insurance before shipping Equipment to TIBCO.

3.5.6. Customer acknowledges that Customer-returned Equipment shall become the property of TIBCO upon delivery to TIBCO.

3.6. **Keep Your Hard Drive Option:** For an annual additional fee, Customers may purchase an option to "Keep Your Hard Drive," entitling Customer to retain the defective hard drive(s). Subject to compliance with instructions provided by TIBCO, Customer may extract and retain or destroy the original hard drives from the Equipment. In no instance may Customer transfer, connect or otherwise use any drive(s) from returned Equipment in the replacement Equipment; doing so will result in Customer's breach of the Agreement, and will void TIBCO's warranty obligations.

3.7. **Extended Support:** Extended support for Equipment is available, subject to Section 2.5 of the Support Guide. RMA during the extended support period is subject to the availability of parts.

## 4. TMA, TEA and TFS Maintenance Terms and Conditions

4.1. **TMA, TEA and TFS Maintenance – Scope.** This Section 4 applies solely to the TMA, TEA and TFS, and is subject to Section 5 (Maintenance Exclusions) and Section 6 (Customer Responsibilities) set forth below.

4.2. **TMA, TEA and TFS Replacement Protection.** During the Maintenance term, and subject to Customer's compliance with the terms and conditions of the Agreement, under Silver or Gold Equipment level Maintenance, TIBCO will provide a permanent replacement of the TMA, and under Bronze or Silver Equipment level Maintenance, TIBCO will provide a replacement of the TEA or TFS. Certain features, such as interface standards, product footprint and mobility, firmware and software compatibility may not be available.

4.3. **Contacting Support; Troubleshooting.** When experiencing a problem, Customer must first place a call to the designated support number. TIBCO will provide basic telephone technical assistance for installation, product configuration, setup and problem resolution for the TMA, TEA or TFS. Prior to scheduling advance replacement of the TMA, TEA or TFS, TIBCO may ask Customer to provide relevant information, start diagnostic tools and perform other supporting activities outlined in this Section 4 and in Section 6 below. Customer must provide a credit card number or purchase order number.

4.4. **TMA, TEA and TFS Replacement – Processes and Procedures.** If the problem cannot be resolved remotely, TIBCO will replace the failed TMA, TEA or TFS provided that Customers follow the procedure described below.

4.4.1. Prior to returning the failed TMA, TEA or TFS, Customer must:

- a) perform all steps for self-test and trouble-shooting specified in the operating manual for the TMA, TEA or TFS;
- b) provide to TIBCO, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable).

4.4.2. Promptly following completion of Customer's obligations under Section 4.4.1, TIBCO or its authorized third party will ship the replacement TMA, TEA or TFS to Customer's location free of freight charges. The replacement unit will be shipped in a suitable container and include instructions for returning the failed unit. Packaging instructions and a prepaid shipping label for the return of the failed unit will be included in replacement unit shipping container. At TIBCO's discretion, TIBCO or TIBCO's authorized third party provider may elect to collect failed unit at your location.

4.4.3. The replacement TMA, TEA or TFS will be a new or a refurbished unit.

4.4.4. To return the failed TMA, TEA or TFS, Customer must:

- a) unless Customer will deliver the failed unit to TIBCO in person, package the failed unit carefully in the original shipping container, or a shipping container that prevents the unit from being damaged while in transit to TIBCO or TIBCO's authorized third party provider.
- b) ship the failed unit to TIBCO or TIBCO's third party provider (as directed by TIBCO) within three (3) business days of receipt of the replacement unit and obtain a prepaid insurance receipt to be retained by Customer as proof of shipment to TIBCO.

4.4.5. If TIBCO or TIBCO's third party provider does not receive the failed unit within fifteen (15) days of Customer's receipt of the replacement unit, Customer will be charged the unit's then-current list price, payable on a net 30 basis.

4.4.6. The returned unit shall become the property of TIBCO or TIBCO's third party provider upon receipt.

4.5. Support Limitations:

4.5.1. At TIBCO's sole discretion, Maintenance will be provided using remote diagnosis and or other service delivery methods. Other service delivery methods, in lieu of shipping replacement Equipment, may include the overnight shipment of parts specified as Customer replaceable by TIBCO. TIBCO will determine the appropriate delivery method required.

4.6. The following services are specifically excluded from TMA, TEA and TFS Maintenance:

- Diagnosis or Maintenance at the Customer site. If onsite diagnosis or Maintenance is

required, and available by TIBCO, Customer will be billed at the applicable standard Consulting Services rates.

- Set-up and installation of the replacement unit or replacement parts at the Customer site.

## 5. Maintenance Exclusions

5.1. **Third Parties.** Customer acknowledges and agrees that TIBCO may subcontract Maintenance services for the Equipment, in TIBCO's sole discretion, to a third-party authorized provider; TIBCO will remain responsible for ensuring that the Equipment Maintenance obligations under this Agreement are fulfilled.

5.2. Equipment Maintenance specifically excludes:

- Recovery of the operating system, other software, parameters and data.
- Troubleshooting for interconnectivity or compatibility problems.
- Services required due to failure of Customer to incorporate any system or software fix, repair, patch, or modification provided to the Customer by TIBCO.
- Services required due to failure of the Customer to take avoidance action previously advised by TIBCO.
- User preventative maintenance.
- Damage caused by failure of Customer to follow manufacturer's recommended maintenance or operating specifications, or caused by Customer's misuse, negligence or abuse.
- Damage caused by environmental causes at Customer's location, such as poor ventilation, improper storage, power failures or surges.
- Damage due events outside of TIBCO's control, including fire, flood, act of god, war or nuclear incident or terrorism.
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration or any damage that does not affect the Equipment functionality.
- Fraud or theft.
- Alteration or modification of the Equipment in any way, not specifically directed in writing by TIBCO; repairs or alterations made by an unauthorized technician or user; damages caused by combination of Software with third party hardware or software.
- Transit or relocation of Equipment by Customer, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Equipment.

## 6. Customer Responsibilities

Customer will be required, upon TIBCO's request, to support resolving any problem reported under Maintenance remotely by:

- Providing all information necessary for TIBCO to deliver timely and professional remote support and/or to enable TIBCO to determine the level of support eligibility.
- Starting self tests and/or other diagnostic tools and programs.
- Performing other reasonable activities to help TIBCO identify or resolve the problem.
- Customer must acknowledge receipt of replacement Equipment by signing freight carrier air bill at time of delivery.
- Customer is responsible for installing all replacement Equipment (or components thereof) in a timely manner.
- Customer is solely responsible for backing up all copies of its Licensed Software and data.
- Customer shall restore software and data on the Equipment after the repair or replacement.
- Customer is responsible for the installation of any software not provided by TIBCO with the Equipment and insure all software installed on the Equipment is appropriately licensed and compatible with the Equipment.
- Customer acknowledges that in the event that diagnosis by TIBCO reveals that the error is not caused by the Equipment that TIBCO may charge Customer the then-current rate for such diagnosis.
- In the event of that the Equipment, TMA, TEA or TFS is retired, Customer may need to upgrade its Equipment, TMA, TEA or TFS in order to ensure performance of the applicable Software.

## 7. Equipment End of Life and End of Sale:

As part of the normal product lifecycle, TIBCO will announce the date on which an Equipment will become End of Life (“EOL”) and such announcement will also include a date for the End of Sale (“EOS”) of such Equipment. For clarity, this Section 7 applies to EOL of Equipment only, specifically excluding TMA, TEA and TFS. An EOL means that TIBCO will no longer provide Maintenance for such Equipment. EOS means that such Equipment will not be available for purchase.

TIBCO shall EOL an Equipment three (3) years following the EOS date, at which point all Maintenance services for such Equipment shall terminate.