



SERVICE LEVELS GUIDE

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Severity Level Definitions

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

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

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

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

1 Maintenance Service Levels

1.1 TIBCO® Maintenance Service Levels

MAINTENANCE LEVEL	Updates Only	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
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 deliverables	N/A	N/A	N/A	For details refer to: https://www.tibco.com/resources/whitepaper/gold-maintenance-and-enterprise-customer-success

1.2 TIBCO Spotfire® Maintenance Service Levels

MAINTENANCE LEVEL	Bronze term (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

1.3 TIBCO Loyalty Lab® Maintenance Service Levels for new customers (Beginning Aug 2013)

MAINTENANCE LEVEL	TIBCO Loyalty Lab® JumpStart, TIBCO Loyalty Lab® Reward, TIBCO Loyalty Lab® Reward Enterprise Plus	TIBCO Loyalty Lab 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

1.4 TIBCO Loyalty Lab® Maintenance Levels for legacy customers (Prior to Aug 2013)

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

1.5 tibbr® Support

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

1.6 TIBCO JasperSoft Maintenance

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

- Jaspersoft reserves the right to use any resolution delivery method (“Resolution”) available to resolve an issue. Resolution of any issue(s) which Jaspersoft provides in the form of a release of Jaspersoft Software will address issue(s) only with respect to the most current release of the Jaspersoft Software and, in Jaspersoft’s sole discretion, the most recent previous sequential release.
- For the purposes of Jaspersoft Support, “Support Contact” means the named Customer contact person who will interface with Jaspersoft’s technical support personnel regarding the Jaspersoft Software and who is responsible for the overall internal support of Customer’s use of the Jaspersoft Software. One Support Contact shall be designated the Principal Support Contact. The maximum number of Support Contacts that the customer may designate shall be determined in accordance with the Support Option purchased by Customer, as indicated in the Order Form.
- Jaspersoft shall use commercially reasonable efforts to provide Forum-level support. The Forums do not provide issue tracking or guaranteed response. Any priority issues shall be submitted by telephone, email, or customer portal case submission feature. “Forums” means the Jaspersoft-moderated discussion boards available through the Customer Portal. “Customer Portal” means the commercial-community web site(s) through which Jaspersoft provides services hereunder.
- Jaspersoft will use continuous efforts during Hours of Operation to provide a Resolution for any Severity 1 issue. Jaspersoft will escalate unresolved Issues to the appropriate level in its corporate organization in accordance with the following time frames (elapsed time begins at customer notification that the request has been received by Jaspersoft. Escalation times are contingent upon Customer’s technical staff availability and will only accrue during efforts made by Jaspersoft within its Hours of Operation):

ESCALATION GUIDELINES FOR ERRORS			
Elapsed Time	Severity Level 1	Severity Level 2	Severity Level 3 or 4
> 4 hours	Director of Technical Support		
> 5 days	VP Sales VP Engineering	Director of Technical Support	
> 10 days (with escalation request)	CEO	VP Sales VP Engineering	Director of Technical Support

1.7 Open Source Project Support

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

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

OPEN SOURCE PROJECT SUPPORT LEVEL	Basic	Premium
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

1.7.1 Project Flogo

Project Flogo is an Open Source Framework for IoT Edge Apps & Integration that is licensed under a BSD-style license. This is both available on and supported via it's 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 it's 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 TIBCO Support channel.

1.8 TIBCO Desktop Support

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

1.9 Maintenance Terms

The maintenance terms are located at <https://terms.tibco.com/posts/845633-maintenance>

1.10 Mashery Service Levels

The Mashery Service Levels are located at <https://terms.tibco.com/posts/1145198-tibco-mashery-service-levels-guide>

2 Software Services Uptime

2.1 General Availability

Availability

The Software Services will be generally available 99% of the time, except as otherwise provided below. General availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

The following definitions apply for the purposes of calculating availability:

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

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

For TIBCO Cloud Integration, The Software Services will be generally available 99.9% of the time. General availability will be calculated per month by subtracting from 100% the non –excluded downtime.

Enhanced SLA

In the event that Licensee has purchased the Enhanced SLA, as stated in Licensee’s Order Form for the Software Services, then the uptime percentage shall be 99.7% instead of 99% on a quarterly basis.

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

Planned Downtime Schedule

Licensor will use commercially reasonable efforts to schedule all planned downtime during the hours from 9:00 p.m. to 3:00 a.m. 7 days a week U.S. Pacific Time (or equivalent local time for location where the Software Services are hosted). Planned downtime typically occurs on the 1st and 3rd Monday of every month.

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

For TIBCO Cloud Integration Planned downtime typically occurs once a month on a Tuesday. During the planned downtime, unless otherwise specified, the web interface will be inaccessible but deployed applications will remain operational.

Emergency Downtime

Emergency downtime occurs outside of the Planned Downtime Schedule. Licensor will use commercially reasonable efforts to give no less than 1 hours’ notice prior to initiating Emergency Downtime

Platform Outage

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

3 TIBCO® Cloud Service Support levels

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® Cloud Integration: 25	Unlimited
Number of Contacts:	N/A	TIBCO® Cloud Integration:1	1

- Online User Guide, reference materials, tutorials, and webinars available for standard and premium support levels.
- Unlimited SRs for TIBCO® Spotfire Cloud Enterprise user regardless of support level.
- Customer must purchase the same service level of TIBCO Cloud Service for all TIBCO Services subject to the TIBCO Cloud Services Program
- Premium Support: Customer to provide TIBCO with dedicated point of contact that will be available until issue is resolved.
 - For TIBCO® Cloud Integration Only:
 - TIBCO will notify Customers for either Planned or Emergency Downtime for TIBCO Cloud Integration using the TIBCO Community (<https://community.tibco.com/wiki/tibco-cloud-integration-system-maintenance>)
 - Data traffic:
 - The data traffic from and to the TIBCO Cloud Integration Service is governed by a “fair usage policy”. TIBCO retains the right to retroactively bill Customer for violation of the fair usage of the Service. Fair usage of the TIBCO Cloud Integration 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 Integration Service's based system, Customer must contact TIBCO® support via the means identified above (see paragraph 1(d)) at least 10 business days in advance of such load test. TIBCO® may reject the scheduling of the load test based on the details of the test, as well as availability of resources.
 - TIBCO®, at its discretion, may require Customer to perform load tests in non-production infrastructure and will inform Customer of required service changes which must be made in Customer's system, if any.
 - Load tests that exceed the fair usage policies of traffic volumes may require a formal professional services engagement and one time usage fees.
 - For TIBCO Cloud Integration the total number of uptime minutes will be measured as the time that processes are able to be executed in the applications deployed to TIBCO Cloud Integration.

Software	Standard Service	Premium Service
TIBCO Cloud Bus™	Included	Available
TIBCO® Cloud API Exchange	Included	Included
TIBCO® Cloud MDM	Included	Available
TIBCO® Clarity - Cloud Edition	Included	Available
TIBCO Spotfire® Cloud Enterprise	Included	N/A
TIBCO Spotfire® Cloud Work Group	N/A	N/A
TIBCO® Cloud Compute Grid	Included	Available
TIBCO Cloud Bus™ Enterprise	Included	Included
TIBCO Cloud Bus™ Enterprise Plus	Included	Included
TIBCO® Cloud Integration	Included	Available
TIBCO® Cloud Messaging	Available	Available

For Cloud Service as a Subscription

TIBCO® Cloud Integration Subscription deployment/use type	Standard	Premium
On premise	Bronze	Silver
Software Services	Standard	Premium

4 Privacy

To the extent Licensor is exposed to an individuals Protected Data, Licensor agrees that it has and shall continue to maintain a data protection and security plan. Customer agrees to the terms of TIBCO's Privacy Policy found at <https://www.tibco.com/company/privacy> which shall be incorporated by reference.