



TERMS OF SERVICE AND LEGAL RESTRICTIONS

WELCOME!

Thank you for using our products and services ("Services").

The following terms of service and privacy terms ("Terms") are important, please read them carefully. TIBCO SOFTWARE INC. AND ITS AFFILIATES ("TIBCO", "WE" OR "US") PROVIDE THE SERVICES TO YOU, SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN TIBCO AND YOU, AND YOU ACCEPT THEM BY USING THE SERVICES AND/OR ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. Additional terms, parameters and definitions may apply to certain Services; such terms will be made available with the relevant Service and will become part of your agreement with us for the use of those Services.

1. Accounts and Registration

Use of the Services requires registration and creation of an account, as described in TIBCO's Site Terms available at <http://www.tibco.com/company/termsofuse.jsp>

Use of some of the Services may also require you to create an account with a third party provider of compute, storage, or network infrastructure services ("IaaS Provider"). Any such additional requirement for an IaaS Provider account will be noted in the documentation for the individual Service

2. Modifications to the Terms

We reserve the right, at any time, to modify, alter, update or remove portions of these Terms. Please check them from time to time as your continued use of the TIBCO Services signifies your acceptance of any changed items. TIBCO may post notice of modified additional terms for the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

3. Acceptance of the Terms

Your use of the Services is your acceptance of the Terms. If you do not agree to all the Terms, do not use the Services. You may not use the Services or accept the Terms if: (a) you are not of legal age to enter into a binding contract; or (b) you are a person prohibited by the laws of the United States of America or any other country from receiving the Services, including export and import control laws.

4. Our Provision of Services

If you are using a free trial version, you agree that we may stop providing the Services (including any features within the Services) to you or to all users at our sole discretion, without any prior notice to you.

You agree that if we disable access to your account, you shall not use the Services as well as any information, including files, contained in your account.

You agree that we may limit, at our sole discretion, the number of transmissions you may send or receive through the Services, the amount of storage space you may use for the Services, and the bandwidth you may use in connection with the Services, without any prior notice to you.

You acknowledge and agree that the Services will not necessarily be uninterrupted, timely, secure, or error-free.

5. Privacy Terms

Your use of the Services is subject to TIBCO's Privacy Policy (<http://www.tibco.com/company/privacy.jsp>), which is hereby incorporated by reference.

TIBCO's Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that TIBCO can use such data in accordance with our privacy policies.

6. User Content in our Services

You agree that all information (including data files, images, hyperlinks and written text) to which you may have access as part of, or through your use of, the Services is the sole responsibility of the person who originated such content. All such information is referred to as "Content."



If you are using a free Service, TIBCO reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from the Services

You agree that you are solely responsible for (and that TIBCO has no responsibility to you or to any third party for) any Content that you create, transmit, submit, or display while using the Services and for the consequences of your actions, including any loss or damage which TIBCO may suffer, by doing so.

You agree that TIBCO has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Services. You further acknowledge that you are solely responsible for securing and backing up any of your Content prior to placing such content on the Services. Content that you create, transmit, submit, or display while using the Services is controlled by you or other users of the Services, not by TIBCO. The Services operate as a data processing service that assists users in managing the users' Content. In providing the Services, TIBCO is a data processing service provider, and does not control the collection or use of the users' Content and is not responsible for such Content.

You agree not to include electronic Protected Health Information within your Content and not to utilize the Services for the processing or storage of electronic Protected Health Information. You agree that TIBCO may access your Content in the course of providing routine administration and maintenance of the Services; in doing so, TIBCO shall not utilize and shall make no record of your Content.

7. Proprietary Rights

You agree that TIBCO or its licensors or its vendors own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the TIBCO Services. Nothing in the Terms gives you a right to use any of TIBCO's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

TIBCO claims no ownership or control over any Content not originated by TIBCO. You retain copyright and any other rights you already hold in the Content, and you are responsible for protecting those rights, as appropriate. For the sole purpose of enabling TIBCO to provide you with the Services in accordance with its privacy policy, you give TIBCO a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content by submitting, posting or displaying the Content on or through the Services.

Except as provided in the preceding paragraph, TIBCO acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you create, submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content. You agree that you are responsible for protecting and enforcing those rights and that TIBCO has no obligation to do so on your behalf.

8. Additional terms for TIBCO Spotfire ® Cloud Services

Your Use of Services to Make .dxd Files Available to Others and Registration

You acknowledge and agree that, in consideration for your download of TIBCO Spotfire ® Cloud Client and your use of the TIBCO Spotfire ® Cloud Services, to make .dxd files available to others, you will: (a) provide complete and accurate information about yourself in the required fields in the registration form(s) and (b) promptly update such information to keep it accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that the information not true, accurate, current, or complete, we may suspend or terminate your account and/or refuse any current or future use of the TIBCO Spotfire ® Cloud Services.

You agree that you may not create Content consisting of .dxd files for, or post Content consisting of .dxd files to, the TIBCO Spotfire ® Cloud Services other than by using TIBCO Spotfire ® Cloud Client and that you must separately agree to the license terms for TIBCO Spotfire ® Cloud Client before you may download or use TIBCO Spotfire ® Cloud Client.

You agree that the use of the TIBCO Spotfire ® Cloud Client shall only be used in communication with the TIBCO Spotfire ® Cloud Server.

You agree that you will not charge any fee to, or seek any other remuneration from, others for viewing or otherwise accessing: the .dxd file that you make available to others on the TIBCO Spotfire ® Cloud Services; or any other aspect of the TIBCO Spotfire ® Cloud Services.



9. Additional terms for TIBCO Loyalty Lab ® Services

TIBCO is responsible for the security of your data. TIBCO possesses and will comply with current payment card industry data security standards as updated by the PCI Security Standards Council, including the data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) and PIN Transaction Security (PTS) Requirements.

The TIBCO Loyalty Lab Services are provided as a service, and any software will be installed, accessed and maintained only by or for TIBCO and no license is granted thereto. You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software, documentation or data related to the Service ("Software"); modify, translate, or create derivative works based on the Service or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or any Software; use the Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

You represent, covenant, and warrant that you will use the Service only in compliance with TIBCO's Loyalty Lab terms of use policy then in effect (the "Terms of Use Policy"), a current version of which is set forth at http://static.tibco.com/loyaltylab/legal/tibco_termsfuse.pdf, and all applicable laws and regulations (including but not limited to policies and laws related to spamming, privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

Without limiting the foregoing section, you especially warrant that customers and persons to whom the data belongs (the "Data Subject") that is to be processed by TIBCO through the Service has been informed of and consented to:

- the collection, processing and/or use of its data,
- its right to object at no cost to the collection, processing and/or use of its data,
- the purpose of the collection, processing and/or use of its data,
- its rights to object at no cost to the use of its data for purposes of canvassing in particular for commercial purposes,
- its personal data may be exported to others countries, including outside European Union.
- being contacted by commercial third parties, for marketing and other purposes,
- Any other requirement as set out in the applicable local law.

You warrant that you can provide written evidence that the Data Subject has been informed and consented to the above.

You hereby agree to indemnify and hold harmless TIBCO against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of this Section 9.