

TIBCO® iProcess Client (ASP)

Installation Guide

Software Release 9.2

May 2005

Important Information

SOME TIBCO SOFTWARE EMBEDS OR BUNDLES OTHER TIBCO SOFTWARE. USE OF SUCH EMBEDDED OR BUNDLED TIBCO SOFTWARE IS SOLELY TO ENABLE THE FUNCTIONALITY (OR PROVIDE LIMITED ADD-ON FUNCTIONALITY) OF THE LICENSED TIBCO SOFTWARE. THE EMBEDDED OR BUNDLED SOFTWARE IS NOT LICENSED TO BE USED OR ACCESSED BY ANY OTHER TIBCO SOFTWARE OR FOR ANY OTHER PURPOSE.

USE OF TIBCO SOFTWARE AND THIS DOCUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF A LICENSE AGREEMENT FOUND IN EITHER A SEPARATELY EXECUTED SOFTWARE LICENSE AGREEMENT, OR, IF THERE IS NO SUCH SEPARATE AGREEMENT, THE CLICKWRAP END USER LICENSE AGREEMENT WHICH IS DISPLAYED DURING DOWNLOAD OR INSTALLATION OF THE SOFTWARE (AND WHICH IS DUPLICATED IN THE TIBCO IPROCESS CLIENT (ASP) INSTALLATION GUIDE). USE OF THIS DOCUMENT IS SUBJECT TO THOSE TERMS AND CONDITIONS, AND YOUR USE HEREOF SHALL CONSTITUTE ACCEPTANCE OF AND AN AGREEMENT TO BE BOUND BY THE SAME.

This document contains confidential information that is subject to U.S. and international copyright laws and treaties. No part of this document may be reproduced in any form without the written authorization of TIBCO Software Inc.

TIB, TIBCO, Information Bus, The Power of Now, TIBCO Adapter, are either registered trademarks or trademarks of TIBCO Software Inc. in the United States and/or other countries.

All other product and company names and marks mentioned in this document are the property of their respective owners and are mentioned for identification purposes only.

This software may be available on multiple operating systems. However, not all operating system platforms for a specific software version are released at the same time. Please see the readme.txt file for the availability of this software version on a specific operating system platform.

THIS DOCUMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

THIS DOCUMENT COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN; THESE CHANGES WILL BE INCORPORATED IN NEW EDITIONS OF THIS DOCUMENT. TIBCO SOFTWARE INC. MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THIS DOCUMENT AT ANY TIME.

Copyright © 1999-2005 TIBCO Software Inc. ALL RIGHTS RESERVED.

TIBCO Software Inc. Confidential Information

Contents

Chapter 1 Introduction	1
How to use this Guide	2
System Requirements	3
Other Requirements	4
Upgrading from an Earlier Version	5
For More Information	6
The Readme File	6
TIBCO Staffware User Documentation Library	6
TIBCO Support Group Web Site	6
Chapter 2 Installing the TIBCO iProcess Client (ASP)	7
Chapter 3 Configuring the TIBCO iProcess Client (ASP)	9
Accessing the ASP Client From a Web Browser	11
Chapter 4 Removing the TIBCO iProcess Client (ASP)	13
TIBCO Software Inc. End User License Agreement	15

Chapter 1 **Introduction**

This guide explains how to install or remove the TIBCO iProcess Client (ASP).

How to use this Guide

Read this chapter first! It contains important information which you should read before you install the TIBCO iProcess Client (ASP). Then, if you want to:

- *Install the TIBCO iProcess Client (ASP)*, follow the instructions in [Chapter 2 on page 7](#).
- *Set up the TIBCO iProcess Client (ASP)*, follow the instructions in [Chapter 3 on page 9](#).
- *Remove the TIBCO iProcess Client (ASP)*, follow the instructions in [Chapter 4 on page 13](#).

System Requirements

To install the TIBCO iProcess Client (ASP), you need a computer with an Intel-compatible processor and the following hardware and software:

- Windows 98, ME, 2000, XP or 2003. See the Microsoft Windows documentation for more information about system requirements.



TIBCO recommends that service pack 3 or later is installed with Windows 2000.

- Microsoft Internet Information Server (IIS) Version 5.1 or 6.0.



See the Microsoft Windows documentation for more information about system requirements.

- TIBCO Staffware Process Objects COM Client Version 10.2.0.
- Microsoft Internet Explorer Version 5.5 or 6.0.



Firefox, Safari and Netscape Navigator are not supported.

- A Microsoft Access driver must be installed, to allow Staffware to connect to the MS Access database. See the Microsoft Access documentation for more information.
- At least 10Mb of free space on the hard disk for the TIBCO iProcess Client (ASP) software.
- Sufficient free space on the hard disk for storing procedure data (ASP files and forms).



You can install multiple copies of the same version of the TIBCO iProcess Client (ASP) on one machine but you cannot install different versions on one machine.

Other Requirements

If you want to use Case Prediction, you must connect to a TIBCO iProcess Engine that:

- supports Case Prediction
- has Case Prediction enabled

The earliest server versions to support case prediction are:

- TIBCO iProcess Engine Version i9.3(x.x).
- TIBCO Process Objects Server Version 9.3(1.x).

Upgrading from an Earlier Version

If you want to install the TIBCO iProcess Client (ASP) on a computer which already has an earlier version of the TIBCO iProcess Client (ASP) installed, you should note that if you have made changes to your *SWWebClientDir\config.asp* file, you should back up this file before upgrading and then manually re-enter any changes in the new **config.asp** file.

For More Information

You can find more information about the TIBCO iProcess Client (ASP) from the following sources.

The Readme File

Before you install or upgrade the TIBCO iProcess Client (ASP) you should read the **Readme** file supplied with the software. The **Readme** file contains the following version and platform-specific information:

- any new features that are available.
- any restrictions or known issues that apply.
- any other information that was not available when this guide was published.

If you are installing from CD-ROM, you can find the TIBCO iProcess Client (ASP) **Readme** file in the **docs** folder.

If you are installing from a network server, you should ask your network administrator where the **Readme** file is stored.

TIBCO Staffware User Documentation Library

TIBCO Staffware user documentation is supplied as Adobe Acrobat files on the *TIBCO Staffware User Documentation Library* CD. See the *TIBCO Staffware User Documentation Library Installation Guide* for more information about the library.

See the following guides for more information concerning the TIBCO iProcess Client (ASP).

- *Using the TIBCO iProcess Client (ASP)* guide, which explains how to use the TIBCO iProcess Client (ASP).
- *Customizing the TIBCO iProcess Client (ASP)* guide, which explains how to configure and customize the TIBCO iProcess Client (ASP).



The *Using the TIBCO iProcess Client (ASP)* guide is also available (in HTML format) from the TIBCO iProcess Client (ASP). Click Help on the main TIBCO iProcess Client (ASP) window to view the Table of Contents of the manual.

TIBCO Support Group Web Site

For the latest TIBCO Staffware Process Suite product information, please refer to the TIBCO Support Services web site at <http://www.tibco.com/services/support>.

Chapter 2

Installing the TIBCO iProcess Client (ASP)

To install the TIBCO iProcess Client (ASP) on your computer:

1. Run the TIBCO iProcess Client (ASP) **Setup** program. If you're installing from:
 - **CD-ROM**: Run **Setup** from the root directory on the CD.
 - **a network server**: Ask your network administrator for the location of **Setup** and run it from there.

The **Choose Setup Language** dialog is displayed.

2. Select your required language and click **OK**. The **Welcome** dialog is displayed.
3. Review the information in the **Welcome** dialog and click **Next**.
4. The **Software License Agreement** dialog is displayed. Review the terms of the license agreement and, if you agree to them, click **Yes** to continue with the installation.

If you do not agree to the terms of the license agreement, click **No** to exit from the installation process.

5. The **User Information** dialog is displayed. Enter your name and the name of the company for whom you work and click **Next**.
6. The **Choose Destination Location** dialog is displayed. Specify the **Destination Folder** where you want to install the TIBCO iProcess Client (ASP) files and click **Next**.
7. The **Start Copying Files** dialog is displayed, from which you can review your installation options. If you want to change any of your choices, click **Back** to move back to the appropriate dialog.

When you are satisfied with your choices, click **Next**.

Setup then copies the necessary files to your chosen folder.

8. The **Setup Complete** dialog is displayed. Click **Finish** to complete **Setup**.

Chapter 3

Configuring the TIBCO iProcess Client (ASP)

Once you have installed the TIBCO iProcess Client (ASP), you must configure it to work as a web application in IIS. This section provides an overview of the steps needed to do this.



The way you perform some of the tasks needed to configure the ASP Client as a web application depends on which version of IIS you are using. Because of the number of supported versions of IIS, it is not possible to explain these tasks in “step-by-step” detail in this guide. TIBCO therefore strongly recommends that you work with your local IIS administrator when configuring the ASP Client.

To configure the ASP Client as an IIS web application:

1. Add the ASP Client installation directory as a virtual directory under IIS.
2. Make sure that the ASP Client virtual directory has the following access permissions:
 - read
 - write
 - run scripts
3. Make sure that content expiration for the ASP Client virtual directory is set to expire immediately.
4. Make sure that the local Internet Guest Account **IUSR_***computer* (where *computer* is the name of the computer where IIS is installed) has read and write permission to the ASP Client installation directory.

5. If you are using Internet Information Service Version 6.0 you must enable IIS to use parent paths. You need to do this because the TIBCO iProcess Client (ASP) forms use parent paths. To do this:
 - a. Open the **Internet Services Manager**. You can open **Internet Services Manager** from either:
 - **Administrative Tools** in the **Control Panel**, or
 - the **Microsoft Management Console**
 - b. Navigate to your **Default Web Site** and click **Properties**. The **Default Web Site Properties** dialog is displayed.
 - c. Click the **Home Directory** tab.
 - d. Click the **Configuration** button. The **Application Configuration** dialog is displayed.
 - e. Click the **Options** tab.
 - f. Select the **Enable Parent Paths** checkbox.
 - g. Click the **OK** button until you return to **Internet Services Manager**.

Accessing the ASP Client From a Web Browser

Once you have configured the ASP Client as a web application in IIS, you should be able to access the ASP Client from a web browser. To do this:

Go to the following URL for the ASP Client:

`http://machine_name/alias/`

where:

- *machine_name* is the name of the computer where IIS is installed.
- *alias* is the alias you have configured for your Web virtual directory in IIS.

For example, if the ASP Client is installed on a machine called **webserver** with an alias of **swwebclient**, access it using the following URL:

`http://webserver/swwebclient/`

Chapter 4

Removing the TIBCO iProcess Client (ASP)

To remove the ASP Client from your computer on Windows 98 or ME:

1. Click the **Start** button, point to **Settings**, and then click **Control Panel**.
2. Double-click the **Add/Remove Programs** icon.
3. On the **Install/Uninstall** tab, select TIBCO iProcess Client (ASP) from the list of programs and then click **Add/Remove**.

A **Warning** dialog is displayed which asks you to confirm whether or not you want to remove the TIBCO iProcess Client (ASP). If you wish to continue, click **Yes**. If you do not want to remove the TIBCO iProcess Client (ASP), click **No**.

4. The **Remove Programs From Your Computer** dialog is displayed, which shows the progress of the uninstall process. When the message **Uninstall successfully completed** is displayed, click **OK**. If any other messages are displayed, follow the on-screen instructions.

To remove the ASP Client from your computer on Windows 2000 or XP:

1. Click the **Start** button, point to **Settings**, and then click **Control Panel**.
2. Double-click the **Add/Remove Programs** icon.
3. On the **Change/Remove** tab, select TIBCO iProcess Client (ASP) from the list of programs and then click **Change/Remove**.

A **Warning** dialog is displayed which asks you to confirm whether or not you want to remove the TIBCO iProcess Client (ASP). If you wish to continue, click **Yes**. If you do not want to remove the TIBCO iProcess Client (ASP), click **No**.

4. The **Remove Programs From Your Computer** dialog is displayed, which shows the progress of the uninstall process. When the message **Uninstall successfully completed** is displayed, click **OK**. If any other messages are displayed, follow the on-screen instructions.

In addition, you should also delete the Virtual Directory from IIS. This can be done within Microsoft Explorer.

TIBCO Software Inc. End User License Agreement

READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE AND RETURN IT TO THE VENDOR FROM WHICH IT WAS PURCHASED.

Upon your acceptance as indicated above, the following shall govern your use of the Software except to the extent all or any portion of the Software (a) is subject to a separate written agreement, or (b) is provided by a third party under the terms set forth in an Addenda at the end of this Agreement, in which case the terms of such addenda shall control over inconsistent terms with regard to such portion(s).

License Grant. The Software is the property of TIBCO or its licensors and is protected by copyright and other laws. While TIBCO continues to own the Software, TIBCO hereby grants to Customer a limited, non-transferable, non-exclusive, license to use the number of Permitted Instances set forth in the Ordering Document, in machine-readable, object code form and solely for Customer's internal business use.

Restrictions. Customer agrees not to (a) make more copies than the number of Permitted Instances plus a reasonable number of backups; (b) provide access to the Software to anyone other than employees, contractors, or consultants of Customer; (c) sublicense, transfer, assign, distribute to any third party, pledge, lease, rent, or commercially share the Software or any of Customer's rights under this Agreement (for the purposes of the foregoing a change in control of Licensee is deemed to be an assignment); (d) use the Software for purposes of providing a service bureau, including, without limitation, providing third-party hosting, or third-party application integration or application service provider-type services, or any similar services; (e) use the Software in connection with ultrahazardous activities, or any activity for which failure of the Software might result in death or serious bodily injury to Customer or a third party; or (f) directly or indirectly, in whole or in part, modify, translate, reverse engineer, decrypt, decompile, disassemble, make error corrections to, create derivative works based on, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software.

Beta and Evaluation Licenses. Notwithstanding the foregoing, if the Software is being provided for demonstration, beta testing, or evaluation purposes, then Customer agrees (a) to use the Software solely for such purposes, (b) that the Software will not be used or deployed in a production environment, and (c) that such use shall automatically terminate upon the earlier of thirty days from the date Customer receives the right to install the Software, or Customer's receipt of notice of termination from TIBCO.

Technical Support. Provided Customer has paid applicable support fees (not included with Software fees unless separately listed), TIBCO shall provide support for generally available TIBCO Software on an annual basis commencing on the Purchase Date, as follows ("Support"): Customer shall designate at TIBCO's support website <https://support.tibco.com/eSupport/newuser.html>, the number of technical support contacts permitted under the level of Support purchased (contacts are changeable upon 48-hours prior written notice to TIBCO). Each contact may contact TIBCO for problem resolution during TIBCO's published support hours corresponding to the level of Support fees paid.

Upon notice from a contact of a Software problem which can be reproduced at a TIBCO support facility or via remote access to

Customer's facility, TIBCO shall use reasonable efforts to correct or circumvent the problem according to its published support objectives. TIBCO reserves the right to make changes only to the most currently available version. TIBCO will use reasonable efforts to support the previously released version of the Software for a maximum of six months.

TIBCO shall have no obligation to support the Software (i) for use on any computer system running other than the operating system software for which the Software is approved (as set forth in the Software documentation) and licensed hereunder, or (ii) if Customer has modified or authorized a third party to modify the Software. TIBCO shall have no obligation to modify any version of the Software to run with any new versions of any operating system, or any other third party software or hardware. If Customer purchases Support for any Software, Customer must purchase the same level of Support for all copies of the Software for which it is licensed.

Support may be extended for one-year periods on the anniversary of each Purchase Date at the standard amounts set forth in its price list, for as long as TIBCO offers Support. Customer may reinstate lapsed support for any then currently supported Software by paying all Support fees in arrears and any applicable reinstatement fee. Upgrades, patches, enhancements, bug fixes, new versions and/or new releases of the Software provided from time to time under Support shall be used only as replacements to existing Permitted Instances, and shall not be deemed to increase that number, and use thereof shall be governed by the terms of this Agreement, except for the first paragraph of the Limited Warranty and any right of return or refund.

Consulting Services. Customer may request additional services ("Services") either in an Ordering Document, or by a separate mutually executed work order, statement of work or other work-request document incorporating this Agreement (each, a "Work Order"). Unless otherwise expressly agreed to in a Work Order, all Services and any work product therefrom shall be (a) performed on a time and materials basis, plus meals, lodging, travel, and other expenses reasonably incurred in connection therewith, (b) deemed accepted upon delivery, and (c) exclusively owned by TIBCO (except for confidential information of Customer identified to TIBCO in the Ordering Document), including all right, title and intellectual property or other right or interest therein. Each Work Order is intended to constitute an independent and distinct agreement of the parties, notwithstanding that each shall be construed to incorporate all applicable provisions of this Agreement. Specific to TIBCO training services, additional information regarding courses, registration, restrictions or limitation can be found at TIBCO's website at <http://www.tibco.com/services/educational> under Educational Programs. Fees for Services shall be due and payable in United States dollars net 30 from the date of TIBCO's invoice.

Limited Warranty. If Customer obtained the Software directly from TIBCO, then TIBCO warrants that for a period of thirty (30) days from the Purchase Date: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will substantially conform to its published specifications. This limited warranty extends only to the original Customer hereunder. Customer's sole and exclusive remedy and the entire liability of TIBCO and its licensors under this limited warranty will be, at TIBCO's option, repair, replacement, or refund of the Software and applicable Support fees, in which event this Agreement shall terminate upon payment thereof.

This warranty does not apply to any Software which (a) is licensed for beta, evaluation, testing or demonstration purposes for which TIBCO does not receive a license fee, (b) has been altered or modified, except by TIBCO, (c) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by TIBCO, (d) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (e) is used in violation of any other term of this Agreement. Customer agrees to pay TIBCO for any Support or Services provided by TIBCO related to a breach of the foregoing on a time, materials, travel, lodging and other reasonable expenses basis. If Customer obtained the Software from a TIBCO reseller or distributor, the terms of any warranty shall be as provided by such reseller or distributor, and TIBCO provides Customer no warranty with respect to such Software.

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, THE SOFTWARE, SUPPORT AND SERVICES ARE PROVIDED "AS IS", ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE REGARDING THE RESULTS OF ANY SOFTWARE, SUPPORT OR SERVICES OR THAT THE SOFTWARE WILL OPERATE WITHOUT ERRORS, PROBLEMS OR INTERRUPTIONS, OR THAT ERRORS OR BUGS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. NO TIBCO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS WARRANTY.

Indemnity. If Customer obtained the Software from TIBCO directly, then TIBCO shall indemnify Licensee from and against any final judgment by a court of competent jurisdiction, including reasonable attorneys' fees, that the unmodified TIBCO Software infringes any patent issued by the United States, Canada, Australia, Japan, or any member of the European Union, or any copyright, or any trade secret of a third party; provided that TIBCO is promptly notified in writing of such claim, TIBCO has the exclusive right to control such defense and/or settlement, and Licensee shall provide reasonable assistance (at TIBCO's expense) in the defense thereof. In no event shall Licensee settle any claim, action or proceeding without TIBCO's prior written approval. In the event of any such claim, litigation or threat thereof, TIBCO, at its sole option and expense, shall (a) procure for Licensee the right to continue to use the TIBCO Software or (b) replace or modify the TIBCO Software with functionally equivalent software. If such settlement or modification is not commercially reasonable (in the reasonable opinion of TIBCO), TIBCO may cancel this Agreement upon sixty days prior written notice to Licensee, and refund to Licensee the unamortized portion of the license fees paid to TIBCO by Licensee based on a five-year straight-line depreciation. This Section states the entire liability of TIBCO with respect to the infringement of any Intellectual Property rights, and Licensee hereby expressly waives any other liabilities or obligations of TIBCO with respect thereto. The foregoing indemnity shall not apply to the extent any infringement could have been avoided by use of the then-current release.

Limitation of Liability. EXCEPT AS PROVIDED UNDER INDEMNITY OR RESULTING FROM A BREACH OF CONFIDENTIALITY (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY OR TIBCO'S LICENSORS BE LIABLE FOR ANY LOST DATA, LOST REVENUE, LOST PROFITS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, OR ANY OTHER

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF ANY SUPPORT OR SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING ACTIVE OR PASSIVE NEGLIGENCE), BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, EXCEED THE PRICE PAID BY CUSTOMER UNDER THE APPLICABLE ORDERING DOCUMENT.

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED REMEDY OR LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

Confidentiality. "Confidential Information" means the terms of this Agreement; all information marked by the disclosing party as proprietary or confidential; any provided software, related documentation or related performance test results derived by Licensee; and any methods, concepts or processes utilized in provided software or related documentation. Confidential Information shall remain the sole property of the disclosing party and shall not be disclosed to any non-Authorized User without the prior written consent of the disclosing party. If Confidential Information is communicated orally, such communication shall be confirmed as "Confidential" in writing within thirty days of such disclosure. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own (and at all times exercising at least a reasonable degree of care). Except with respect to the Software, items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with TIBCO, (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (v) produced in compliance with applicable law or court order, provided the other party is given reasonable notice of the same. Both parties agree to indemnify the other for any damages the other may sustain resulting from their unauthorized use and/or disclosure of the other's Confidential Information. Such damages shall include reasonable expenses incurred in seeking both legal and equitable remedies. To the extent required by law, at Customer's request, TIBCO shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of TIBCO's applicable fee. Customer agrees to observe obligations of confidentiality with respect to such information.

Export. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import Software.

Government Use. If the Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and

Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The Software is commercial computer software and commercial computer software documentation. Use of the Software and related documentation by the Government is further restricted in accordance with the terms of this Agreement, and any modification thereto.

Orders. An Ordering Document shall be deemed accepted only by issuance of a TIBCO invoice and solely for purposes of administrative convenience. None of the terms of the Ordering Document (other than the Software product name, number of Permitted Instances, level of Support, description of Services, and fees due in connection therewith) shall apply for any reason or purpose whatsoever, regardless of any statement on any Ordering Document to the contrary, unless countersigned by an officer of TIBCO. This Agreement constitutes the entire agreement between the parties with respect to the use of the Software, Support and Services, and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter hereof. All orders of Software, Support or Services by Customer from TIBCO shall be deemed to occur under the terms of this Agreement (with or without reference to this Agreement), unless expressly superseded by a signed written Agreement between the parties. Software shall be delivered electronically, and such delivery shall occur when the TIBCO Software is made available for download by Customer. Physical deliveries (as applicable) of Software and documentation which typically accompanies the Software on delivery shall be on CD-ROM, FOB Palo Alto, and delivery shall occur by depositing the CD-ROM with TIBCO's overnight carrier (at no charge to Customer).

Term and Termination. Support or Services may be terminated: (a) by either party upon a default of the other, such default remaining uncured for fifteen days from written notice from the non-defaulting party; (b) upon the filing for bankruptcy or insolvency of the other party; (c) by either party upon prior written notice at least sixty days prior to the end of any annual Maintenance period; or (d) by Licensee (for Services), upon ten days prior written notice. Termination of Support or Services shall not terminate this Agreement. Customer may terminate this Agreement in its entirety at any time by destroying all copies of the Software. Upon termination of this Agreement in its entirety, for any reason, Customer must cease using and return or destroy all copies of the Software. Customer's obligation to pay accrued charges and any fees due as of the date of termination, as well as the sections entitled "Confidentiality", "Limited Warranty" and "Limitation of Liability" shall survive any such termination.

Authority. You hereby represent and warrant that you have full power and authority to accept the terms of this Agreement on behalf of Customer, and that Customer agrees to be bound by this Agreement.

General. Fees on the Ordering Document (all to be paid on the latter of thirty days from Invoice by TIBCO or the date set forth in the Ordering Document) do not include sales, use, withholding, value-added or similar taxes, and Customer agrees to pay the same, excluding therefrom taxes related to TIBCO's income and corporate franchise tax. Customer agree to pay all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts under this Agreement. Except as set forth in the Section entitled "Limited Warranty" all fees paid under or in connection with this Agreement are non-refundable and no right of set-off exists. All payments of fees due shall be made in U.S. dollars, net 30 from Purchase Date, or, for any other amounts coming due hereafter, net 30 from TIBCO's invoice. A service charge of one and one-half percent per month will be applied to all invoices that are not paid on time. Licensee agrees to pay all sales, use, value-added, withholding, excise and any other similar taxes or government charges, exclusive

of TIBCO's income taxes. No delay in the performance of any obligation by either party, excepting all obligations to make payment, shall constitute a breach of this Agreement to the extent caused by force majeure. Customer hereby grants TIBCO and its independent auditors the right to audit Customer's compliance with this Agreement. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. The state and/or federal courts in San Francisco, California, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Definitions. In connection with this Agreement, the following capitalized terms shall have the following meaning: "**Agreement**" means this End User License Agreement; "**Case Start**" means the initiation of a single instance of a defined business process; "**Connection**" for the following TIBCO Software products shall mean: for TIBCO Enterprise Message Service, a TIBCO Enterprise Message Service client connection to the TIBCO Enterprise Message Service server for the purpose of sending or receiving messages, for TIBCO SmartSockets and TIBCO SmartMQ, any network protocol link established with such TIBCO Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware, for TIBCO Enterprise RTView - Standard Monitor System, the number of monitored server instances to TIBCO Rendezvous daemons or TIBCO Hawk agents; for TIBCO Enterprise RTView- EMS Monitor System, a monitored TIBCO Enterprise Message Service Connection (as defined above for that product); for TIBCO General Interface, an electronic data interface to a CPU on a server (which excludes CPUs on devices such as routers, switches, proxies, or HTTP or application servers configured to substantially pass-through information or messages to TIBCO General Interface) that produces information or messages consumed by TIBCO General Interface; "**Customer**" means the original purchaser or licensee of the Software and any permitted successors and assigns; "**Developer**" means one user/developer of a TIBCO Software product for use in Development; "**Development**" means used for software development purposes only; "**Enterprise**" means an unlimited number of Permitted Instances for a period of one year from the Purchase Date (unless otherwise set forth in the Ordering Document), at which time existing licenses convert to perpetual and Customer may not thereafter deploy additional Permitted Instances, and in any event, shall (during the one-year unlimited deployment period) exclude any entity which acquires, is acquired by, merged into, or otherwise combined with Customer. Customer hereby agrees to provide TIBCO with notice of the number of Permitted Instances deployed at the end of such one-year period within thirty days thereafter; "**Fab**" means unlimited use for shop-floor manufacturing applications at a Site; "**Workstation**" shall mean a single end-user computer that is generally intended to be accessed by one person at a time; "**Ordering Document**" means any purchase order or similar document or agreement requesting Software, Support or Services; "**Permitted Instance(s)**" means the number of copies of Software running on a Server Instance, Workstation, User, or Development basis, on a designated Platform, as set forth in an Ordering Document, including, without limitation, Enterprise, Site and Fab licensing; "**Platform**" means the operating system set forth in an Ordering Document; "**Purchase Date**" means the date of the Ordering Document is accepted by TIBCO; "**Server Instance**" means a computer with 1 CPU (unless otherwise set forth in the Ordering Document) performing common services for multiple machines; "**Site**" means an unlimited number of Permitted Instances at a specific

physical address set forth in the Ordering Document (or, in the absence of any address, at Customer's corporate headquarters); "**Software**" means the software products listed in an Ordering Document (except as provided in the second paragraph hereof), in whole and in part, along with their associated documentation; "**TIBCO**" means TIBCO Software Inc.; and "**Named User**" means the number of named users with access to the Software.

Special Product Provisions. **TIBCO BusinessPartner:** Customer may sublicense to third parties ("Partners") up to the total Number of Copies of TIBCO BusinessPartner, provided that for every such sublicense, the Number of Copies Customer is licensed to use shall be reduced by the same number, and provided further that prior to delivery of TIBCO BusinessPartner to a Partner, such Partner agrees in writing (a) to be bound by terms and conditions at least as protective of TIBCO as the terms of this Agreement, (b) that TIBCO BusinessPartner be used solely to communicate with Customer's implementation of TIBCO BusinessConnect, and (c) for such Partner to direct all technical support and Maintenance questions directly to Customer. Customer agrees to keep records of the Partners to which it distributes TIBCO BusinessPartner, and to provide TIBCO the names thereof (with an address and contact name) within sixty days of the end of each quarter. **Third Party Software:** Use of any other third-party software identified by its company and/or product name or otherwise designated in Licensee's Ordering Document (collectively "Third Party Software") is subject solely to the terms and conditions of the click-wrap or shrink-wrap license agreement included with the Third Party Software products, and for which TIBCO shall be an intended third-party beneficiary of same. TIBCO shall have no obligation whatsoever in connection with the Third Party Software (including, without limitation, any obligation to provide maintenance or support) and the provision of Third Party Software is accomplished solely as an accommodation and in lieu of Customer purchasing a license to Third Party Software directly from the third party vendor. **Embedded/Bundled Products.** Some TIBCO Software embeds or bundles other TIBCO Software (e.g., TIBCO InConcert bundles TIBCO Rendezvous). Use of such embedded or bundled TIBCO Software is solely to enable the functionality of the TIBCO Software licensed on the Cover Page, and may not be used or accessed by any other TIBCO Software, or for any other purpose. **Open Source Software:** If Licensee uses Open Source software in conjunction with the TIBCO Software, Licensee must ensure that its use does not: (i) create, or purport to create, obligations of use with respect to the TIBCO Software; or (ii) grant, or purport to grant, to any third party any rights to or immunities under TIBCO's intellectual property or proprietary rights in the TIBCO Software. You also may not combine the TIBCO Software with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the TIBCO Software or any modifications thereto to become subject to the terms of the GPL.

Version 5.2, 3/05