

Installing the TIBCO® Staffware Process Objects (SPO) C++ Client

Version 10.2

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 STAFFWARE PROCESS OBJECTS SERVER 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, and TIBCO Adapter, are either registered trademarks or trademarks of TIBCO Software Inc. in the United States and/or other countries.

EJB, J2EE, JMS and all Java-based trademarks and logos are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and 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 © 2000-2005 TIBCO Software Inc. ALL RIGHTS RESERVED.

TIBCO Software Inc. Confidential Information

Table of Contents

Chapter 1	Introduction.	1
	How to Use This Guide	1
	The Readme File	1
	TIBCO SPO C++ Client On-line Help.	2
	TIBCO SPO Programmer's Guide	2
	TIBCO SPO C++ Client Object Model Graphic	2
Chapter 2	Installing/Upgrading on Windows.	3
	System Requirements	3
	Installation/Upgrade Procedure	4
Chapter 3	Installing/Upgrading on UNIX	5
	System Requirements	5
	Extracting the Installation Set from the Product CD	5
	Installation/Upgrade Procedure	6
Chapter 4	Removing the TIBCO SPO C++ Client	9
	Removing from Windows Systems.	9
	Removing from UNIX Systems.	10
	TIBCO Software Inc. End User License Agreement	11

Chapter 1 Introduction

This guide explains how to install, upgrade or remove the **TIBCO Staffware Process Objects (SPO) C++ Client**.

Note - Prior to Version 9.x, this product was called the Staffware Enterprise Objects (SEO) C++ Client. You may still see references to SEO within the software and in some technical documentation.

How to Use This Guide

If you want to:

- *install a new, or upgrade an existing, TIBCO SPO C++ Client on Windows*, follow the instructions in [Chapter 2 on page 3](#).
- *install a new, or upgrade an existing, TIBCO SPO C++ Client on UNIX*, follow the instructions in [Chapter 3 on page 5](#).
- *remove an existing TIBCO SPO C++ Client*, follow the instructions in [Chapter 4 on page 9](#).

The Readme File

Before you install or upgrade the TIBCO SPO C++ Client you should read the **Readme** file supplied with the software. The **Readme** file contains the following information:

- any new features that are available.
- any restrictions or known issues that apply.
- any fixes that have been made.

If you are installing from a CD-ROM, you can find the TIBCO SPO C++ Client **Readme.pdf** file in the `\docs` directory (Windows) or `/docs` directory (UNIX) on the distribution CD.

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

TIBCO SPO C++ Client On-line Help

On-line help for the TIBCO SPO C++ Client is available in the following location after the installation is complete:

Windows Systems:

`InstallDir\Help\start.htm`

UNIX Systems:

`InstallDir/SPOCPPHelp/start.htm`

where *InstallDir* is the directory where you installed the TIBCO SPO C++ Client. The default directory is `C:\Program Files\Staffware\Staffware EntObj C++` on Windows and `/usr/sweocpp` on UNIX.

The **start.htm** file is used to start the html-based on-line help system using a browser (e.g., Internet Explorer or Netscape).

TIBCO SPO Programmer's Guide

This guide, which is provided on the distribution CD, provides explanatory text about developing client applications using TIBCO Staffware Process Objects (SPO) clients. It includes subjects such as SPO architecture, managing work items, managing cases, filtering work items and cases, etc.

TIBCO SPO C++ Client Object Model Graphic

This provides a graphical representation of the TIBCO SPO C++ Client object hierarchy. This is provided on the distribution CD.

Chapter 2 Installing/Upgrading on Windows

This chapter describes how to install or upgrade a TIBCO SPO C++ Client on Windows systems.

System Requirements

To install the TIBCO SPO C++ Client, you need a computer with an Intel-compatible processor and the following hardware and software:

- One of the following Microsoft Windows operating systems:
 - Windows 98
 - Windows ME
 - Windows NT 4.0 (Workstation or Server, with Service Pack 5 or later)
 - Windows 2000 (Professional, Server, or Advanced Server)
 - Windows XP (Professional)
 - Windows Server 2003 (Standard Edition — 32-bit version)

See the Microsoft Windows documentation for information about system requirements for each of these operating systems.

Note - You are strongly discouraged from using Microsoft .NET with the TIBCO SPO C++ Client (our BPM offering for use with .NET is the "TIBCO SSO for .NET" product).

- At least 32 MB of RAM.
- At least 12 MB of free space on the hard disk.

A TIBCO SPO Server and TIBCO Staffware Process/iProcess Engine must also be installed before the TIBCO SPO C++ Client can be used. They do not need to be installed prior to installing the TIBCO SPO C++ Client.

Installation/Upgrade Procedure

To install/upgrade the TIBCO SPO C++ Client on your computer:

1. Run the TIBCO SPO C++ Client **Setup** program. If you're installing/upgrading from:
 - **CD-ROM**: Run **Setup** from the root directory.
 - **a network server**: Ask your network administrator for the location of **Setup** and run it from there.
2. Review the information in the **Welcome** dialog and click **Next**. The **TIBCO End User License Agreement** dialog is displayed.
3. Review the information in the licence agreement.

If you do not accept the agreement, click **No** to abort the installation.

If you accept the agreement, click **Yes** to continue.

The **Choose Destination Location** dialog is displayed.

4. Specify the **Destination Folder** where you want to install/upgrade the TIBCO SPO C++ Client files. The destination folder defaults to:

`C:\Program Files\Staffware\Staffware EntObj C++`

5. Click **Next** to continue with the installation.

The **Setup** program copies all of the necessary files to the destination folder you specified. When it's finished, the **Setup Complete** dialog is displayed.

6. Click **Finish** to complete the installation/upgrade.

Chapter 3 Installing/Upgrading on UNIX

This chapter explains how to install or upgrade the TIBCO SPO C++ Client on UNIX.

System Requirements

To install the TIBCO SPO C++ Client, your computer must meet the following system requirements:

Hardware Platform	Operating System	Disk Space	
		Install	Runtime
IBM RS/6000	AIX 4.3, 5.1	126 MB	42 MB
HP 9000	HP-UX 11/11i	54 MB	18 MB
Sun SPARC	Solaris 7 - 9	36 MB	12 MB

A TIBCO SPO Server and TIBCO Staffware Process/iProcess Engine must also be installed before the TIBCO SPO C++ Client can be used. They do not need to be installed prior to installing the TIBCO SPO C++ Client.

Extracting the Installation Set from the Product CD

1. Log in as **root**.
2. **cd** into the **/tmp** directory.
3. Mount the product CD.
Use the **tar** command to extract the installation set from the **spocpp.tar** file on the product CD into the **/tmp** directory:

```
tar xvf mount_point/spocpp.tar
```

where *mount_point* is the location at which your CD-ROM is mounted.

The installation set is copied into the **/tmp/spocppinstall** directory. After you have completed the installation, the installation set is automatically removed from this directory. However, the **/tmp/spocppinstall** directory is not automatically removed. It must be removed manually.

4. Un-mount the product CD.

Installation/Upgrade Procedure

To install or upgrade the TIBCO SPO C++ Client:

1. Log in as **root**.
2. **cd** into the **/tmp/spocppinstall** directory.
3. Run the **spocppinstall** installation script using the command:

```
# ./spocppinstall
```

*Note - You can enter **spocppinstall -v** if you just want to display the version number of the installation script.*

The **TIBCO End User License Agreement** is displayed.

4. Read the license agreement. You can:
 - i. Press **Enter** to step through the license agreement one line at a time.
 - ii. Press the **space bar** to step through the license agreement one page at a time.

After reading through the entire agreement, the following prompt is displayed:

```
Do you agree to the above license terms? [yes or no]
```

5. If you do not agree to the terms of the license agreement, type **n**, then press **Enter**. This causes the installation script to exit.

If you agree to the terms of the license agreement, type **y**, then press **Enter**. The installation script continues and performs the following tasks:

- displays the version and copyright details.
- checks to see if a previous installation exists in **/usr/sweocpp**.

Note - If desired, the installation process can be aborted at any time by pressing <Ctrl> C.

6. Respond accordingly to the prompt, depending on whether or not the installation script found a previous installation:

If an existing installation is found in /usr/sweocpp, you are prompted to either upgrade and overwrite these files or choose a different directory in which to install a new version.

- i. Enter **Y** to confirm the upgrade to the default directory or enter **N** to install the files to a new directory. If you enter **N**, you are prompted to enter a new installation directory.

spocppinstall then prompts you to confirm that the installation directory is correct before installing the TIBCO SPO C++ Client files.

If no previous installation exists in /usr/sweocpp, you are prompted that this is a new installation. You can choose to install the TIBCO SPO C++ Client files into the default directory (**/usr/sweocpp**) or you can choose your own directory.

- i. Enter **Y** to accept the default directory or **N** if you want to specify your own installation directory. If you enter **N**, you are prompted to enter a new installation directory.

spocppinstall then prompts you to confirm that the installation directory is correct before installing the TIBCO SPO C++ Client files.

*Important - Before the **spocppinstall** script copies the TIBCO SPO C++ Client files to the installation directory, it first deletes ALL files and sub-directories from the installation directory. If there are any files and/or sub-directories in the installation directory that you want to retain, save them in another location before performing the final step in the installation process.*

7. Enter **Y** to confirm the installation directory is correct. If you enter **N**, you are prompted to enter a new installation directory.

*Note - All the **.h** files are installed into a sub-directory called **include**. This is a default directory and cannot be changed. For example, if you choose to install in the default installation directory, the **.h** files are copied to **/usr/sweocpp/include**.*

The **spocppinstall** installation script then:

- Copies the TIBCO SPO C++ Client files to the indicated directory.
- Changes the ownership of all TIBCO SPO C++ Client directories and files to **root**.
- Deletes the installation script.
- Reminds you to check that the applicable environment variable (operating system specific) includes the installation directory:

AIX - LIBPATH

HP-UX - SHLIB_PATH

Solaris - LD_LIBRARY_PATH

When the script has finished, the TIBCO SPO C++ Client is installed.

Chapter 4 Removing the TIBCO SPO C++ Client

This chapter describes how to remove the TIBCO SPO C++ Client from Windows and UNIX systems.

Removing from Windows Systems

1. From **Control Panel**, choose **Add/Remove Programs**.
2. If you are using Windows 98, ME, or NT:
 - On the **Install/Uninstall** tab, select **TIBCO Staffware Process Objects - C++ Client**, then click **Add/Remove**.

If you are using Windows 2000, XP, or 2003:

- From the list of currently installed programs, select **TIBCO Staffware Process Objects - C++ Client**, then click **Change/Remove**.
3. Confirm that you want to remove the program.

Removing from UNIX Systems

1. Log in as **root**.

Note - Performing the following step will cause ALL files and subdirectories in your TIBCO SPO C++ Client installation directory to be removed. If you have files and/or subdirectories in the installation directory that you would like to save, they must be copied to another location before performing the following steps.

2. Enter the following command to remove all of the TIBCO SPO C++ Client files and directories:

```
# rm -r /InstallDir
```

where *InstallDir* is the name of the directory where you installed the TIBCO SPO C++ Client.

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/education> under Education 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

Third Party Software Notices

Microquill SmartHeap for SMP

This product includes Microquill SmartHeap for SMP, which is licensed from Compuware Corporation. Portions copyright 1991-2002 Compuware Corporation.

