Additional Product- specific Terms

Unless specifically set out in a mutually executed Order Form, TIBCO Spotfire products cannot be used in the Global Research Market ("GRM") and the Clinical Research Market ("CRM").

GRM means the global market for scientific research and development applications which shall specifically include the following: (i) the analysis of data for the purposes of biology; chemistry; the discovery and/or characterization of drugs, and diagnostics in the fields of life sciences, biotechnology, translational medicine, and diagnostics (except as related to clinical development applications); (ii) analysis of data for chemical and material research and discovery in the field of petrochemicals; and (iii) analysis of data from all procedures undertaken to ensure the identity and purity of a particular chemical, food ingredient or pharmaceutical, ranging from a chemical experiment to screen for and identify substances to complex pharmacopeia monographs, in the fields of chemicals, foods, consumer product goods, pharmaceutical, life science, and biotechnology. Further, analysis of data (i) directly related to the provision of healthcare, and (ii) for oil, mineral and natural gas exploration in the field of petrochemicals, are not included in the GRM.

CRM means the global market for clinical research and development applications, including but not limited to, the testing (clinical trials, studies and research) of human populations to determine the safety and efficacy of medications, devices, diagnostic products and treatment regimens. Further, pre-approval (phases 1-3) and post-approval (phase 4) clinical trials, operational data on trial execution, safety risk monitoring (pre and post marketing pharmacovigilance), and adverse event tracking are specifically included in the CRM, while outcomes research, health economics, and management of clinical operations are specifically excluded from the CRM.

Further, TIBCO Spotfire products may not be resold or distributed in any manner to the following companies and their wholly owned subsidaries:

AbbVie (Abbott)	Daiichi Sankyo	Novo Nordisk
Actavis	Eli Lilly	Otsuka
Allergan	Forma	Parexel
Amgen	Fresenius-Kabi	Pfizer
Astellas	Gilead	PPD
AstraZeneca	GSK (GlaxoSmithKline)	Quintiles (now known as IQVIA)
Baxter	ICON	Regeneron
Bayer	J&J Mallinckrodt	Roche (incl Genetech)
Biogen Idec	Medtronic	Sanofi
BMS (Bristol Myers Squibb)	Merck	Stryker
Boehringer Ingleheim	Merck KgaA (Merck Serono)	Takeda
Celgene	Novartis	Teva
		Zoetis

TIBCO ActiveMatrix BusinessWorks™ Plug-in for B2B Healthcare Edition, TIBCO ActiveMatrix BusinessWorks™ Plug-in for EDI Healthcare Edition, TIBCO BusinessConnect™ EDI Protocol HIPAA Edition powered by Instream, TIBCO BusinessEvents® Plug-in for EDI Healthcare Edition, TIBCO BusinessEvents® Plug-in for EDI Healthcare Edition for z/Linux, TIBCO Foresight® HIPAA Validator® Desktop, TIBCO Foresight® Instream® Healthcare Edition, TIBCO Foresight® Instream® Healthcare Edition for z/Linux, TIBCO Foresight® Community Manager® – Healthcare, TIBCO Foresight Test Asset Management Bundle, TIBCO Foresight Test Asset Management Bundle for z/Linux ("CDT Products")

The CDT Products contain Current Dental Terminology codes ("CDT"), which are licensed from the American Dental Association ("ADA"). The ADA holds the copyright to CDT. Any updates to the CDT are dependent upon Company's continuing contractual relationship with ADA. The following terms apply to the CDT:

(1) All end users who use the CDT in the CDT Products need a valid CDT license from ADA.

(2) The use of CDT is limited to the United States. The distribution of CDT is limited to the United States.

Some Software may contain redistributable files from the following programs: IBM® 32-bit and/or 64-bit Runtime Environment and/or SDK for AIX™, Java™ Technology and/or Standard Editions, Versions 5, 6 and/or 7 (collectively, the "IBM AIX Redistributables"). The full name of each IBM AIX Redistributable, if any, included with the Software is contained in a third party license notice file for such Software. The IBM AIX Redistributables may not be (i) used for any purpose other than to enable the particular Software containing the IBM AIX Redistributables, (ii) copied in violation of Licensee's license terms to such Software, (iii) further distributed or transferred without the particular Software containing the IBM AIX Redistributables, or (iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver.

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.

Company Software products <u>TIBCO BusinessEvents™</u>, <u>TIBCO Collaborative Information Manager™</u>, and <u>TIBCO ActiveMatrix® Service Performance Manager</u>, <u>TIBCO® ActiveFulfillment</u>, , (and each of the foregoing when included in a Bundle or as Embedded/Bundled products) are subject to a restricted license and contain third party proprietary code that Customer or Partner can only use in conjunction with the Software.

<u>TIBCO Spotfire® Advanced Data Services</u> shall only be accessed from Spotfire clients.

<u>TIBCO Foresight</u>. These supplemental terms for TIBCO Foresight Software are incorporated in the Agreement

1. TIBCO Foresight EDISIM products and TIBCO Foresight HIPAA Validator products are licensed as end-user products and may not be used to provide for-pay services unless otherwise explicitly stated on a mutually executed Order Form. If an Order allows for-pay services, the TIBCO Foresight Implementation Service Provider ("FISP") terms referenced herein at Section 7 apply.

2. Customer shall not use or allow the TIBCO Foresight Software to be used to assist in the development of a product or service that is competitive with Software.

3. There are hundreds of business rules in HIPAA guidelines, many of which are subject to interpretation and change from time to time. Company does not guarantee that the list of rules within the TIBCO Foresight HIPAA Software products is unabridged or that it always reflects the most current available. Company shall make reasonable commercial efforts to keep these lists of rules complete and current.

4. As Applicable, Maintenance includes Company utilizing commercially reasonable efforts to make available to Customer, in a timely manner, new versions of (a) EDI standards tables formatted to work with the TIBCO Foresight Software, and (b) HIPAA code tables formatted to work with the TIBCO Foresight HIPAA Software.

5. Upon Company's written request, Customer shall report to Company the names of all authorized Named Users of the Software licensed to Customer and the Software that each Named User is authorized to use. Company shall not make such request more than once during a 12 month period, except if Company believes in good faith that the number of Named Users exceeds Customer's entitlement.

6. For that Software licensed on a transaction basis, Customer shall monitor usage and calculate average transactions per day at least once per calendar quarter. Customer shall calculate this average by dividing the number of transactions over the preceding 3 month period by the number of processing days in the same period. Customer shall (a) notify Company promptly if this transaction limit is exceeded and (b) pay extra fees corresponding to such higher usage.

7. If Company grants to Customer, through an Order, the ability to use TIBCO Foresight EDISIM Software (collectively "EDISIM") to provide certain third parties who are Clients of Customer (defined as each specific customer of Customer and includes that specific customer's trading partners) with services and to allow those Clients and their trading partners to possess and utilize data generated by EDISIM in limited circumstances defined hereinafter, the following Company FISP supplement also apply:

    a. Definitions
        i. "Client" means each specific customer of Customer and includes that specific customer's trading partners.
        ii. "IC" means any implementation convention, EDI standard, EDI usage convention or guideline, requirements document, business rules, or subset or superset of any of the preceding created using the EDISIM Standards Editor.
        iii. "Client-IC" means an IC produced by the Customer on behalf of a Client which is permitted to be distributed to that Client pursuant to the terms defined herein. Each new message or EDI standard version used to create an IC constitutes a new "Client-IC".
        iv. "Client-IC Deliverable" mean any printed Client-IC, document, report, or other output produced by EDISIM or derived from such printed Client-IC, document, report, or other output produced by EDISIM for which the right to distribute to that Client is permitted under this Agreement.

    b. The following uses of EDISIM and EDISIM generated data are permitted:
        i. EDISIM may be used to produce and deliver Client-ICs solely to the Client for whom the Client-ICs are created Such Client-ICs may be delivered in either print or in the electronic formats known as the Standards Exchange Format (SEF) or the Rich Text Format (RTF)or the Adobe .PDF format;
        ii. The SEF format of Client-ICs developed using EDISIM can be used to load data-transformation software capable of importing SEF files on behalf of a Client;
        iii. EDISIM may be used to produce reports for a Client from EDISIM's Analyzer module which solely references the EDI standards, that Client's Client-ICs or its trading partner's ICs; (
        iv. EDISIM may be used to produce reports for a Client from EDISIM's Comparator module which solely reference comparisons between TIBCO Foresight-supplied EDI standards, that Client's Client-ICs or its trading partner's ICs;
        v. EDISIM may be used to generate and deliver test data to a Client;
        vi. Customer may use EDISIM to run a commercial service bureau or other for-pay service under which it uses EDISIM to provide services to its customers for a fee. Under no circumstances shall customers or Clients of Customer directly access EDISIM software.

    c. Prohibited Uses. Customer shall not distribute Client IC's or Client IC Deliverables to any Client other than the Client for which the Client IC or Client IC Deliverable has been expressly created. Customer's Client's may post the IC Deliverables publicly as a reference for use by their trading partners.

    d. Disclaimer and Customer's Indemnity. In addition to the limitation of liability, disclaimers of warranty, and indemnification obligations contained in this Agreement, the following shall apply:
        i. Company is not responsible for the accuracy, timeliness, or thoroughness of any Client-IC Deliverables provided hereunder;
        ii. In no way is, nor shall Company be represented or considered to be a contractor, partner, joint venture partner, or agent of Customer for work performed by Customer for its Clients under the FISP rights granted;
        iii. Payment to Company under the Agreement is not conditioned upon receipt of any monies by Customer from its Client.; and
        iv. Customer shall at its own expense indemnify, defend, and hold Company harmless from and against any action, suit, judgment, claim, or expense (including reasonable attorney's fees) brought against Company by any Client or other third party arising out of work, product delivery, or services performed by Customer.

8. Editorial Content Products.

    a. "Editorial Content Products" means TIBCO Foresight™ HIPAA Validator® Desktop; TIBCO Foresight™ Community Manager® Healthcare; TIBCO Foresight™ Instream® Healthcare; TIBCO Foresight™ Instream® Healthcare Expansion; TIBCO Foresight™ Instream®Healthcare Edition for z/linux;TIBCO Foresight™ Instream® Healthcare Expansion for z/linux; TIBCO BusinessConnect™ EDI Protocol HIPAA Edition powered by Instream®; ActiveMatrix Businessworks™ Plug-in for EDI Healthcare Edition; TIBCO Foresight™Test Asset Management Bundle; TIBCO Business Events® Plug in for EDI Healthcare Instream Healthcare; and Business Events® Plug in for EDI Healthcare Edition for z/linux :

    b. The Editorial Content Products contain the Current Procedural Terminology Data File ("CPT"), which is licensed from the American Medical Association ("AMA"). The AMA holds the copyright to the CPT and the registered trademark "CPT". Provision of an updated CPT in the Editorial Content Products is dependent on continuing contractual relationship between Company and the AMA. The following terms apply to Customers of the Editorial Content Products:

    c. Customer is granted a limited, non-transferable, non-exclusive license, non-sublicensable license to use Editorial Content Products for the sole purpose of internal use by Customer within the Territory. "Territory" is defined as the following countries: Algeria, Argentina, Australia, Bahamas, Bahrain, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kenya, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Nigeria, Norway, Oman, Pakistan, Panama, Peru, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, and United States and its territories. AMA may add

or remove countries from the Territory at its discretion, and if AMA removes a country from the Territory due to a prohibition by U.S. Law, Company will cease providing any updates to the CPT to Customers in those prohibited countries.

d. Customer must ensure that anyone with authorized access to the Editorial Content Products will comply with the provisions of the Agreement. Licensee is prohibited from making the CPT publicly available, creating derivative works (including translating), transferring, selling, licensing, or otherwise making available to any unauthorized party the Editorial Content Product(s), or a copy or portion of the CPT to any unauthorized party, including an Affiliate or other legal entity, however, designated, for any purposes whatsoever except as permitted in the Agreement.

e. **Customer expressly acknowledges and agrees to the extent permitted by applicable law that the use of the CPT is at Customer's sole risk and the CPT is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of the CPT, and the AMA is not recommending their use. The CPT does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the CPT should be used only as a guide.**

f. Notices of proprietary rights, including trademark and copyright notices in the Editorial Content Products, may not be removed from any permitted back up or archival copies made.

g. The CPT as contained in the Editorial Content Products is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or any guarantee or warranty that the CPT will meet Customer's requirements. The AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the CPT.

h. U.S. Government Licensees. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. Use of CPT in connection with Editorial Content Products shall not be construed to grant the Federal Government a direct license to use the CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

i. Customer expressly consents to the release of its name to the AMA.