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 subsidiaries:

<table>
<thead>
<tr>
<th>AbbVie (Abbott)</th>
<th>Celgene</th>
<th>Novo Nordisk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actavis</td>
<td>Daiichi Sankyo</td>
<td>Otsuka</td>
</tr>
<tr>
<td>Allergan</td>
<td>Eli Lilly</td>
<td>Parexel</td>
</tr>
<tr>
<td>Amgen</td>
<td>Forma</td>
<td>Pfizer</td>
</tr>
<tr>
<td>Astellas</td>
<td>Fresenius-Kabi</td>
<td>PPD</td>
</tr>
<tr>
<td>AstraZeneca</td>
<td>Gilead</td>
<td>Quintiles (now known as IQVIA)</td>
</tr>
<tr>
<td>Baxter</td>
<td>GSK (GlaxoSmithKline)</td>
<td>Regeneron</td>
</tr>
</tbody>
</table>
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 Licensor'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.

TIBCO® Data Quality Postal Directory(ies) and TIBCO® Data Quality Geo-spatial Coding products are third party software provided "AS IS" by Licensor for an initial term of one (1) year from the Order Form Effective Date. TIBCO® Data Quality Postal Directory(ies) and TIBCO® Data Quality Geo-spatial Coding products are subject to the terms and conditions of the third party agreement at [http://www.tibco.com/multimedia/postal-directories_tcm8-12548.pdf](http://www.tibco.com/multimedia/postal-directories_tcm8-12548.pdf), and may only be used in conjunction with Licensor Software products TIBCO® Data Quality and or TIBCO® Data Discovery. TIBCO® Data Quality Postal Directory(ies) and TIBCO® Data Quality Geo-spatial Coding products are not eligible for Maintenance. Any subsequent updates to or license renewals of postal directory(ies) must be purchased by Licensee separately from the third party licensor directly.

TIBCO® GeoAnalytics, TIBCO® GeoAnalytics Builder, and TIBCO® GeoAnalytics Finder are subject to the supplemental license terms available at: [http://www.tibco.com/maporama-]
additional-terms.

TIBCO Streambase® restrictions:

http://www.tibco.com/assets/blteac81a13ddfb0fc/tibco-streambase-adapter-restrictions.pdf

The following Licensor Products include portions of the Oracle® Java SE computing platform: (i) TIBCO LogLogic® Enterprise Virtual Appliance software, versions 5.2.0 and prior; (ii) TIBCO LogLogic® Log Management Intelligence software, versions 5.2.0 and prior; and (iii) TIBCO LogLogic® Security Event Manager software, versions 3.5.1 and prior (the “JRE-Dependent Products”). With respect to any Java software contained in the JRE-Dependent Products, you may not create, modify, or change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun" or similar convention as specified by Oracle in any naming convention designation. Oracle owns the Java trademark and all Java-related trademarks, logos and icons, including the Coffee Cup and Duke (collectively, the "Java Marks"). You agree that, if using the Java Marks, you must: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle’s rights in the Java Marks; and (c) reasonably assist Oracle, at Oracle’s expense, in protecting those rights, including assigning to Oracle any rights acquired in any Java Mark.

Some Licensor 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 Licensor Software is contained in a third party license notice file for such Licensor Software. The IBM AIX Redistributables may not be (i) used for any purpose other than to enable the particular Licensor Software containing the IBM AIX Redistributables, (ii) copied in violation of Licensee’s license terms to such Licensor Software, (iii) further distributed or transferred without the particular Licensor 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.

TIBCO LogLogic ® Security Event Manager Licensor Software products include a third party version of the Linux operating system. The Linux operating system is subject to the license agreement accompanying the operating system, a copy of which is available in the Documentation.

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
The Editorial Content Products contain CPT Editorial Content, which is licensed from the American Medical Association (“AMA”). The AMA holds the copyright to CPT Editorial Content and the registered trademark “CPT”. Provision of updated CPT Editorial Content in the Editorial Content Products is dependent on continuing contractual relationship between Licensor and the AMA. The following terms apply to end users of the Editorial Content Products:

The license granted to Editorial Content Products is a nontransferable, nonexclusive license, for the sole purpose of internal use by Licensee and Licensee must ensure that anyone with authorized access to the Editorial Content Products will comply with the provisions of Licensee’s license agreement with Licensor. Licensee is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party any copy or portion of the Editorial Content Products.

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.

CPT Editorial Content 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 Editorial Content will meet Licensee’s requirements. The AMA’s sole responsibility is to make available to Licensor replacement copies of the CPT Editorial Content if the data is not intact. The AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in CPT Editorial Content.

U.S. Government Rights. The Editorial Content Products include CPT Editorial Content, which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or
subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

Licensor Software products TIBCO BusinessEvents™, TIBCO Collaborative Information Manager™, TIBCO ActiveMatrix® Service Performance Manager, TIBCO® ActiveFulfillment, TIBCO LogLogic® Enterprise Virtual Appliance, TIBCO LogLogic® Security Event Manager Enterprise Virtual Appliance, TIBCO LogLogic® Compliance Manager, TIBCO LogLogic® Security Event Manager Appliances, TIBCO LogLogic® Log Management Enterprise Appliances (including but not limited to TIBCO LogLogic LX Appliances and TIBCO LogLogic® ST Appliances) and TIBCO LogLogic® Log Management Mid-Market Appliances (TIBCO LogLogic® MX Appliances), (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 Licensee or Partner can only use in conjunction with the Licensor Software.

All TIBCO Spotfire® Application Data Services and TIBCO Spotfire® Advanced Data Services products shall be used exclusively with TIBCO Spotfire® Analytics Server or TIBCO Spotfire® Server and shall only be accessed via ODBC or JDBC.

TIBCO iProcess™ Decisions Studio and TIBCO iProcess™ Decisions must be used with TIBCO iProcess™.

If you license any of the following products, then you acknowledge and agree that you shall not use any supported services provided by TIBCO in connection with the Linux operating system delivered with such products to provide any support services to any third party: (i) TIBCO LogLogic® Enterprise Virtual Appliance and (ii) TIBCO LogLogic® Log Management Intelligence (including as provided with TIBCO LogLogic® physical appliances).

Copyright © 2020, TIBCO Software Inc.