Supplemental Terms - TIBCO Foresight

1. These Supplemental Terms for TIBCO Foresight licenses form a part and are incorporated in the Master Terms which can be found at https://terms.tibco.com/posts/859129-terms.

1.1. TIBCO Foresight EDISIM products and TIBCO Foresight HIPAA Validator products are licensed as end- user products and cannot be used to provide for-pay services unless otherwise explicitly stated on a mutually executed Order Form. In the event an Order Form allows for-pay services, the TIBCO Foresight Implementation Service Provider ("FISP") terms referenced herein at Section 1.8 shall apply.

1.2. Customer shall not use or allow the Software to be used to assist in the development of a product or service which is competitive with the Software or any Licensor software product.

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

1.4. As Applicable, Maintenance includes Licensor 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 Licensor Software, and b) HIPAA code tables formatted to work with the TIBCO Foresight HIPAA Licensor Software.

1.5. Current Procedural Terminology ("CPT") is a trademark of the American Medical Association ("AMA") and is copyrighted by the AMA. CPT codes are included in those portions of Licensor Software that include HIPAA code tables. Provision of updated editorial CPT content is dependent upon the continuing contractual relationship between Licensor and the AMA, which Licensor does not guarantee.

1.6. Reporting of Authorized Users. Upon Licensor's reasonable written request, Customer shall report to Licensor the names of all authorized Named Users of those Software products that have been licensed on a Named User basis, with such report to identify both the Named Users and the Software products that each Named User has been authorized to use. Such request shall not occur more than once during each twelve (12) month period absent Licensor's good faith belief that Named Users in excess of the numbers for which Customer has paid fees have been utilizing the Software.

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

1.8. FISP Terms. In the event that Licensor has granted to Customer, through a mutually executed Order Form, the ability to use TIBCO Foresight EDISIM Software products (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 TIBCO FISP Supplement also shall apply:

    a. Additional Definitions. For the purposes of this section, the term "Client" is defined as each specific customer of Customer and includes that specific customer's trading partners. An "IC" is 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. A "Client-IC" is 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". A "Client-IC Deliverable" is 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. Use Of EDISIM And/Or EDISIM Generated Data With A Client. 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) Licensor is not responsible for the accuracy, timeliness, or thoroughness of any Client-IC Deliverables provided hereunder, (ii) In no way is, nor shall Licensor 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 Licensor 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 Licensor harmless from and against any action, suit, judgment, claim, or expense (including reasonable attorney's fees) brought against Licensor by any Client or other third party arising out of work, product delivery, or services performed by Customer.