IQVIA INC. LICENSING AND SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS (November 2017)

1. **SERVICES:** IQVIA shall provide to Client data, documentation, software, analysis, applications, solutions, and/or consultancy services (collectively, the "Services") described in each statement of work or other form of document referencing these General Terms ("SOW"). As used herein, "Agreement Documents" shall mean any relevant SOW, together with these General Terms where incorporated therein by reference, and any schedules, riders, addenda, or supplemental terms attached thereto or referenced therein (collectively, "Supplemental Terms"). Client shall provide all relevant information, instructions, and/or access to Client's information technology systems reasonably required for IQVIA to provide the Services.

2. **LICENSE:** The Services may contemplate issuance by IQVIA to Client of one or more deliverables, which may include but are not limited to reports and presentations ("Deliverables"). Subject to Client having complied in full with its obligations set out in the applicable SOW, (i) the Deliverables will become the property of Client, with the exception of any IQVIA Materials incorporated or embedded therein, which are deemed to be and shall remain the sole and exclusive property of IQVIA (and/or its licensors, as applicable) and (ii) IQVIA grants to Client a limited, non-exclusive, non-sublicensable, non-transferable license to use the IQVIA Materials contained in the Services or such Deliverables internally and solely for its own direct benefit, and only as necessary within and/or in conjunction with such Services or Deliverables, subject to the restrictions set forth herein and any geographic, site, or other limitations as may be specified in the SOW. "IQVIA Materials" shall mean any and all data and/or databases (collectively, "IQVIA Data"), data models, documentation, software, source code, object code, tools, algorithms, user interface designs, methodologies, concepts, and other materials owned by or licensed to IQVIA prior to, independently of, or in conjunction with its performance of the Services or compiled, obtained, and/or generated by IQVIA in its performance of the Services, any information or materials derived from the foregoing, and all intellectual property rights therein.

3. **RESTRICTIONS:** Any access of IQVIA Materials, including any IQVIA Materials contained within the Services or Deliverables, by third parties shall be subject to IQVIA's prior written consent and such third party's execution of a third party access agreement or similar agreement with IQVIA, except as may be otherwise specifically permitted pursuant to an applicable IQVIA policy. In addition, Client shall not directly or indirectly reverse engineer, decompile, disassemble, or analyze the Services or Deliverables for the purposes of (i) re-identifying methodologies, algorithms, processes, or procedures embedded in the Services or Deliverables, or otherwise used to produce the Services or Deliverables, (ii) identifying or isolating the information associated with specific outlets, suppliers, prescribers, or other entities or individuals not explicitly identified in any Services or Deliverables provided to Client, or (iii) accessing or deriving the source code for any licensed software.

4. **PROPRIETARY RIGHTS:** Client acknowledges and agrees that the IQVIA Materials shall remain the sole and exclusive property of IQVIA (and/or its licensors, as applicable). IQVIA does not grant, and Client does not receive, any other interest in any IQVIA Materials, Services or Deliverables, except for those rights explicitly granted under the Agreement Documents. In the event Client provides IQVIA with feedback or suggestions in respect of the Services or IQVIA Materials, Client agrees that such feedback or suggestions will be shared on a non-confidential, non-proprietary basis and IQVIA may choose to use or not use such feedback or suggestions to modify or enhance future IQVIA services without any further obligation to Client. IQVIA shall retain sole and exclusive ownership of the Services and IQVIA Materials, as currently existing or modified over time using such feedback or suggestions, unless otherwise expressly agreed in writing by IQVIA in advance. Client shall not remove, alter, modify, or deface any confidential, copyright, or other proprietary notices contained on, affixed to, encoded, or recorded in any IQVIA Materials, or fail to preserve or denote all copyright and other proprietary notices with respect to, all IQVIA Materials.

5. **PAYMENT:** Client agrees to pay such fees as may be specified in an SOW. Unless otherwise specified in the SOW, Client shall pay the amount of each invoice from IQVIA within thirty (30) days from the date of the invoice. In addition to the fees set forth in the SOW, Client shall be responsible for all costs and expenses which are incurred specifically in connection with the performance of the Services, including without limitation applicable costs and expenses related to travel and lodging, and acquisition of third party data, products, or services. If Client fails to pay any amount when due, Client shall pay, in addition to the invoice amount, interest at a rate equal to the lesser of the three-month US Dollar London Interbank Offered Rate (LIBOR) plus five percent (5%) per annum on the unpaid amount, or the maximum amount permitted under applicable law, beginning thirty-five (35) days from the date of the invoice until such amounts are paid. Client shall have the exclusive responsibility for paying all applicable taxes, duties, fees, levies, or other governmental charges payable in connection with the Services except for taxes based on IQVIA's net income.

6. **CONFIDENTIALITY:** Neither party shall communicate, disclose, or provide to any third party any information provided by one party to the other in connection with the Services which is identified at the time of its disclosure as confidential or which, by the nature or type of information, reasonably should be regarded as confidential information (collectively "Confidential Information"), except as otherwise expressly permitted in these General Terms or IQVIA policies. Client acknowledges and agrees that the IQVIA Materials are confidential to IQVIA. Each party agrees to treat the terms of each of the Agreement Documents, including any pricing details, as the Confidential Information of the other party. Each party agrees to treat the Confidential Information of the other as confidential, using the same degree of care used by the receiving party to protect the receiving party's own confidential information, but in any event not less than a reasonable degree of care. Each party shall advise permitted recipients of Confidential Information of the confidential nature of such information. Notwithstanding the foregoing, IQVIA may add Client's name to IQVIA's published list of customers. This confidentiality provision does not apply to any information: (i) available in the public domain through no fault of the receiving party; (ii) independently developed by or on behalf of the receiving party without reference to any Confidential Information of the disclosing party; or (iii) disclosed to the receiving party without restriction by a third party having a bona fide right to do so and not having an obligation of confidence with respect to such information; provided, however, that none of the foregoing exceptions shall apply to IQVIA Data. Nothing in this Agreement shall restrict a party from disclosing any Confidential Information where the production of any such Confidential Information is compelled under process or request by a court or administrative or law enforcement agency of competent jurisdiction, provided that in each case the producing party shall ensure that such Confidential Information is afforded the highest level of protection via any available mechanisms for the protection of confidential or proprietary materials, and provided further that no disclosure of any IQVIA Data may be made in such circumstances without IQVIA's written consent.

7. **DATA PROTECTION:** To the extent (if any) that either party receives or provides personally identifiable information ("PII") in the course of performing or receiving Services, the parties agree that they will comply with the data privacy laws applicable to its provision or receipt of such PII. The party providing such PII is responsible for providing, obtaining and maintaining any notices, consents or approvals necessary to make such information available to the other party for processing and use. IQVIA agrees that it will collect, store, use, disclose, and process PII in connection with its performance of Services only in accordance with the Agreement Documents and/or Client's written instructions, or as permitted or required by law. Client agrees that any PII relating to Client's employees, consultants and agents provided to IQVIA in connection with the performance of the Services may be used and processed by IQVIA in connection with the administration and provision of the Services, and to identify and inform Client (including Client's employees, consultants and agents) of additional IQVIA services which may be of interest to them.

8. **TERMINATION:**
   a. Each SOW shall become effective as of the date of any such SOW and shall continue until the expiry or earlier termination thereof. Each SOW shall be independent of any other SOW, and the expiration or termination of one SOW shall not affect any other SOW.
   b. Except as may be expressly provided in an SOW, either party may terminate an SOW only as follows: (i) immediately where any license or confidentiality restrictions, intellectual property rights, data protection provisions, or payment obligations are breached by the other party, or in the case of insolvency of the other party, or (ii) upon thirty (30) days' written notice to the other party in the event of a material breach of any SOW (except in the case of force majeure) by the other party that has

not been cured within such thirty (30) day period. Any breach of any provision of any applicable Agreement Document shall be deemed to be a breach of the relevant SOW. Any Services and Client's license in the IQVIA Materials shall immediately terminate in the event of any termination by IQVIA pursuant to (i) or (ii) above.

c. Without prejudice to any rights or remedies available to IQVIA, in the event of any permitted termination of any SOW, Client shall pay IQVIA, at a minimum, for the Services performed through the effective date of termination and all non-cancellable expenses.

d. Sections 2 (License), 3 (Restrictions), 4 (Proprietary Rights), 5 (Payment), 6 (Confidentiality), 7 (Data Protection), 9 (Warranty and Disclaimer), 10 (Limitation of Liability), and 11 (Miscellaneous) of these General Terms shall survive and remain in effect after expiration or termination of any SOW.

e. If IQVIA discontinues production or support of any Services with respect to all of its clients, IQVIA shall use commercially reasonable efforts to give Client advance written notice of any such discontinuance. If IQVIA discontinues any Services for which Client has prepaid, Client shall receive a pro-rata refund of any prepaid fees for the terminated Service not supplied to Client.

9. <u>WARRANTY AND DISCLAIMER</u>:

a. <u>Warranty</u>: IQVIA warrants that the Services shall substantially conform to the applicable IQVIA Published Specifications prevailing as of the time the Services are rendered. Client shall assume sole responsibility for any use of the Services that is inconsistent with such IQVIA Published Specifications. The entire liability of IQVIA, and Client's exclusive remedy for any breach of this warranty, shall be for IQVIA to use commercially reasonable efforts to correct, in accordance with IQVIA operating procedures for quality assurance, any such non-conformance which has been properly reported by Client to IQVIA in writing within 60 days of delivery of the affected Services.

b. <u>Disclaimer</u>: Except as set forth above, the Services, Deliverables, and IQVIA Materials are provided on an "as-is" basis without any further warranties of any kind. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IQVIA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES AND THE IQVIA MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

10. <u>LIMITATION OF LIABILITY</u>:

a. <u>No Consequential Damages</u>: To the fullest extent permitted under applicable law, IQVIA shall not be liable for any incidental, consequential, indirect, or special damages, lost business or anticipated savings, lost profits, lost data, lost goodwill, or third party claims, whether foreseeable or not, arising out of or in connection with the Services or the Agreement Documents even if IQVIA has been advised, knew, or should have known, of the possibility of such damages and regardless of the form of action, whether in contract or in tort, including negligence and strict liability.

b. <u>Liability Limitation</u>: To the fullest extent permitted under applicable law, and regardless of the form of action, whether in contract or in tort, including negligence and strict liability, IQVIA's total liability, if any, for any and all claims arising out of or in connection with the Services or the Agreement Documents shall not exceed the total fees (excluding taxes) paid by Client under the applicable SOW over the last twelve (12) months with respect to the affected portion of the Service or Deliverable.

11. <u>MISCELLANEOUS</u>:

a. <u>Entire Agreement</u>: The Agreement Documents constitute all of the terms and conditions with respect to the subject matter of each SOW, merging, integrating, and superseding all prior and contemporaneous representations and understandings with respect thereto. No modification, amendment or waiver of any of the provisions of any Agreement Documents shall be binding upon the parties unless made in writing and duly executed by authorized representatives of Client and IQVIA. The Agreement Documents shall take precedence over Client's additional or different terms and conditions, including any general terms of purchase of Client, to which notice of objection is hereby given. No SOW is intended to benefit any third party unless expressly stated therein.

b. <u>Order of Precedence</u>: In the event of any conflicts or inconsistencies among the Agreement Documents, the following order of precedence shall apply, but only with respect to the specific subject matter of each: (i) Supplemental Terms, (ii) SOW terms, (iii) General Terms.

c. <u>Force Majeure</u>: Except for the obligation to pay money for Services rendered or Deliverables provided, each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including the failure of any data supplier of IQVIA to timely supply data.

d. <u>Assignment</u>: Except as set out below, Client shall not without the prior written consent of IQVIA assign, transfer, or otherwise delegate, in whole or in part, the benefit of, or Client's rights or obligations under the Agreement Documents. IQVIA and Client each shall have the right to assign the Agreement Documents (including by operation of law) to the surviving party of any merger, acquisition, or reorganization to which it is a party, or to the purchaser of all or substantially all of such assigning party's assets, provided, however, that no such assignment by Client shall be to a competitor of IQVIA, and provided further that any assignment by Client shall not entitle such permitted assignee to receive the pricing extended to Client hereunder or to use any Services or Deliverables for the benefit of the assignee's existing business (i.e., its business existing prior to such assignment). Such pricing and use shall require further written agreement between the permitted assignee and IQVIA.

e. <u>Governing Law</u>: Except as otherwise specified in an SOW, the Agreement Documents and all matters arising out of or related thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflicts of law principles, and any dispute between Client and IQVIA arising out of or related to the Agreement Documents will be heard by and be subject to the exclusive jurisdiction of the state and federal courts of Delaware.

f. <u>Compliance with Applicable Laws</u>: Neither IQVIA nor Client shall violate any law or regulation directly applicable, in the case of IQVIA, to its performance of the Services and, in the case of Client, to the receipt or use of the Services. Nothing contained in the foregoing shall be interpreted to shift Client's legal or regulatory compliance obligations, which are and shall remain the sole responsibility of Client.

g. <u>Export Restrictions</u>: Client hereby acknowledges that the Services, Deliverables, and IQVIA Materials may be subject to United States or European Union export control and sanctions laws. Client agrees that the Services, Deliverables and IQVIA Materials shall not, without all appropriate licenses and authorizations, be provided to or used in support of business with any person, entity or territory subject to United States or European Union sanctions, nor shall they be exported or re-exported to any person or destination prohibited by, or otherwise used in violation of, applicable export control or economic sanctions laws.

h. <u>Execution</u>: An SOW may be executed by the parties on the same or separate counterparts, and/or by .pdf or electronic signature. Any executed copy of an SOW made by reliable means (e.g., scanned image, photocopy, or facsimile) will be deemed to be an original, and all executed counterparts together will constitute one and the same instrument.

i. <u>Notices</u>: Client shall provide prompt written notice to IQVIA of any material breach by Client of any SOW. All notices or demands required in connection with any SOW shall be given in writing and shall be delivered to the respective addresses identified in the applicable SOW by an internationally-recognized common carrier's overnight delivery service providing proof of delivery. For any notices sent to IQVIA, a required copy shall also be sent to the attention of the IQVIA Legal Department at its global corporate offices in the United States.

j. <u>Waiver / Severability</u>: The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of this Agreement. If any provision of an Agreement Document is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent.