

IQVIA UNIVERSITY CREDENTIAL PROGRAM AGREEMENT

1. OVERVIEW

- 1.1. The IQVIA University Credential Program awards Credentials to individuals who satisfy competency requirements to sell, design, deploy and support IQVIA Technologies products and solutions.
- 1.2. This IQVIA University Credential Program Agreement is between you and IQVIA Inc. By accepting this Agreement, you agree to comply with the most current version of this Agreement, the IQVIA University Credential Program Guide, and any other applicable requirements. The current version of this Agreement and the IQVIA University Credential Program Guide are located at https://iqvia.mlearning.com/opcv/pages/nugget/run_nugget.jsp?id=563960
- 1.3. Should you violate the terms of the Agreement or the IQVIA University Credential Program Guide, IQVIA may revoke any Credential awarded and/or discontinue your participation in the Program.

2. DEFINITIONS

- 2.1. Confidential Information – has the meaning given in Section 10.1
- 2.2. Credential – means IQVIA University Credentials offered by IQVIA to an individual.
- 2.3. Digital Badge – means a digital representation of a specific IQVIA University Credential consisting of an image and data linked to you.
- 2.4. IQVIA Certificant - means an individual who has successfully met the requirements to earn a Credential as set forth in this Agreement.
- 2.5. IQVIA Materials – has the meaning given in Section 10.2.
- 2.6. Mark – means a visual representation of a specific IQVIA Credential.
- 2.7. Name – means the full or abbreviated title of a specific IQVIA Credential.
- 2.8. Personal Information – has the meaning given in Section 9.1.
- 2.9. Program - means the Credential Programs offered by IQVIA University under this Agreement.
- 2.10. Test Delivery Partner(s) - means entities authorized by IQVIA to deliver Program tests and exams.

3. EARNING CREDENTIALS

- 3.1. To earn an IQVIA University Credential and use the Credential's Name, Mark and/or Digital Badge you must:
 - 3.1.1. Pass all required tests and/or exams and satisfy any other requirements for the IQVIA Credential.
 - 3.1.2. Accept and comply with the terms and conditions in this Agreement.

4. MAINTAINING CREDENTIALS

- 4.1. Once you earn a Credential, to continue to use the Credential's Name, Mark and/or Digital Badge you must:
 - 4.1.1. Continue to meet all Credential renewal requirements.
 - 4.1.2. Continue to comply with the terms and conditions of this Agreement.

5. USE OF CREDENTIAL NAMES, MARKS AND/OR DIGITAL BADGES

- 5.1. Grant of Rights. Subject to terms and conditions of this Agreement and conditioned upon your successful completion of all IQVIA University Credential requirements, your compliance with the IQVIA University Credential Program Guide and all continuing IQVIA University Credential requirements, IQVIA hereby grants you a limited, personal, non-exclusive, non-sublicensable and non-transferable right to use the corresponding Name(s) Mark(s) and/or Digital Badge(s) for the active IQVIA Credentials you have obtained.

- 5.2. Restrictions. You may not use or reproduce the Name, Marks and/or Digital Badges in any manner other than as described in this Agreement and the IQVIA University Credential Program Guide. You will use the Name, Marks and/or Digital Badges in a way that does not derogate from the rights of IQVIA in the Name, Marks and/or Digital Badges, and will take no action that may interfere with, diminish or tarnish IQVIA's image or rights in the Name, Marks and/or Digital Badges.
- 5.3. Ownership. All rights not expressly granted herein are retained by IQVIA. You acknowledge IQVIA's sole ownership of the Name, Marks and/or Digital Badges and agree that nothing in this Agreement gives you any right, title or interest in the Name, Marks and/or Digital Badges except as explicitly provided in this Agreement, and any associated goodwill arising from use of the Marks inures solely to the benefit of IQVIA.

6. YOUR RESPONSIBILITIES

- 6.1. Acceptable Behavior. As an IQVIA Credentialed Professional you will:
 - 6.1.1. Provide truthful information and documentation regarding your personal data and ensure your Personal Information is kept up to date.
 - 6.1.2. Comply with all IQVIA testing/exam policies, processes and procedures as outlined in this Agreement and the IQVIA University Credential Program Guide.
 - 6.1.3. Abide by the testing/security policies.
 - 6.1.4. Not give, receive, or obtain unauthorized assistance of any kind during the test / exam process.
 - 6.1.5. Not use improperly obtained exam content to prepare for IQVIA tests or exams.
 - 6.1.6. Not share or compromise IQVIA test or exam content.
 - 6.1.7. Maintain the highest standards of professional conduct.
- 6.2. Acceptable Business Practices. As an IQVIA Credentialed Professional, you agree that all business performed and services you provide concerning IQVIA technologies and solutions will be performed in a manner that:
 - 6.2.1. Does not in any way harm IQVIA's reputation.
 - 6.2.2. Avoids deceptive, misleading, or unethical practices.
 - 6.2.3. Avoids making any representations, warranties, or guarantees to customers on behalf of IQVIA for IQVIA technologies and solutions or otherwise.
 - 6.2.4. Complies with all copyrights, patent rights, trademark rights and other intellectual property protections for IQVIA software and other products.

7. CREDENTIAL PROGRAM CHANGES

- 7.1. IQVIA reserves the right, at its sole discretion, to change or discontinue the Program at any time without notice. Changes to the Program include but are not limited to: requirements to earn or maintain a Credential, Credential tests/exams, Credential Program materials and Credential Names, Marks or Digital Badges.
- 7.2. Additionally, IQVIA may require you to update your Credential at any time.

8. SANCTIONS

- 8.1. If IQVIA, at its sole discretion, reasonably believes you failed to comply with this Agreement or the IQVIA University Credential Program Guide, IQVIA may issue sanctions. Sanctions can include but are not limited to: warnings, negating test/exam scores, revoking Credentials and/or cancellation of your participation in the Program.

9. PRIVACY AND DATA PROTECTION

- 9.1. Disclosure of Your Personal Information. You acknowledge and agree that IQVIA has the right to collect certain information about you to operate and administer the IQVIA University Credential Program. To track who has earned Credentials, IQVIA may collect the following types of Personal Information such as: first name, last name, email address, employer, postal

address, tests results or exams results. The Parties acknowledge and agree that for the purposes of the EU General Data Protection Regulation 2016/679 (“GDPR”) both Parties are independent controllers and each Party will comply with all applicable data protection and privacy laws, including (without limitation) the GDPR, in relation to any personal data processed in connection with the performance of their obligations under this Agreement. IQVIA will employ reasonable technical and organizational measures to protect such Personal Information in accordance with IQVIA’s then current information security policy as amended from time to time, a current copy of which will be provided to Company upon request. “Personal Information” means any information accessed or obtained by IQVIA in connection with this Agreement that, on its own or when associated with other information in the possession of or available to IQVIA, allows for direct or indirect identification of a natural person (a data subject) or has the meaning of the equivalent term under applicable data privacy or security laws.

- 9.2. License to IQVIA to Share Your Information. You grant IQVIA the right to share and/or publish your name, biographical information, contact information, IQVIA University Credential names and IQVIA University Credential status, in whole or in part, in connection with your participation in the IQVIA University Credential Program.

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 10.1. Confidentiality. From time to time IQVIA may provide you with confidential information. Confidential information includes but is not limited to Credential materials, test/exam materials or tests/exams and other information provided by IQVIA that would reasonably be considered to be confidential (“Confidential Information”). IQVIA makes Confidential Information available to you solely for the purpose of testing your knowledge and skills of the subject matter for which you seek a Credential. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any Confidential Information, in whole or in part, in any form or by any means, oral or written, electronic, mechanical, or other method not identified for any purpose to any person(s), including to an IQVIA employee not affiliated with the IQVIA University Credential Program. If you disclose Confidential Information in violation of this Agreement or you otherwise undermine the Program’s reputation, integrity or security, IQVIA reserves the right to revoke your Credential and cancel your participation in the Program as set forth in this Agreement.
- 10.2. Intellectual Property Ownership Rights. IQVIA retains all rights, title and interest in and to all Credentials, Programs, Confidential Information and related information and all copyrights, patents, trade secret rights, trademarks and other proprietary rights therein (collectively “IQVIA Materials”). All rights, titles and interest in IQVIA Materials are expressly reserved to IQVIA. IQVIA may pursue all available remedies to protect IQVIA Materials, which may include, without limitation, prosecution to the maximum extent possible under applicable law(s) and to seek, to the fullest extent of applicable law, civil and criminal penalties.

11. NO WARRANTIES

- 11.1. IQVIA DOES NOT GUARANTEE YOUR SATISFACTION WITH THE IQVIA UNIVERSITY CREDENTIAL PROGRAM OR YOUR TEST/EXAM RESULTS. IQVIA AND ITS AFFILIATES AND SUBSIDIARY CORPORATIONS MAKE NO WARRANTIES REGARDING THE PROGRAM, CREDENTIAL NAMES, MARKS OR DIGITAL BADGES, AND ALL IMPLIED AT LAW OR EXPRESS WARRANTIES ARE HEREBY DISCLAIMED BY IQVIA.

12. LIMITATION OF LIABILITY

- 12.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IQVIA, ITS AFFILIATES, SUCCESSOR ORGANIZATIONS, DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED

TO THE PROGRAM (WHETHER FOR PROGRAM BENEFITS, TERMINATION OR OTHERWISE), YOUR IQVIA CREDENTIAL, FAILURE TO ACHIEVE IQVIA CREDENTIAL, USE OF OR INABILITY TO USE THE CREDENTIAL NAMES, MARKS OR DIGITAL BADGES. THIS EXCLUSION APPLIES REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, EVEN IF THE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INDEMNIFICATION

13.1. You agree to defend, indemnify and hold IQVIA, its affiliates, successor organizations, directors, officers, shareholders, partners and employees harmless from and against any third party claims, demands, suits, actions, losses, damages, fines, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of: (a) your use of any Name, Mark and/or Digital Badge in a manner which is in any way inconsistent with the terms of this Agreement; (b) your negligence or willful misconduct directly connected to this Agreement (c) the performance, promotion, sale, or distribution of your services as a IQVIA Certified Professional; (d) the termination of this Agreement by IQVIA pursuant to the terms herein. Should IQVIA seek indemnification from you under this provision, IQVIA will notify you in writing of the claim(s) brought against IQVIA for which it seeks indemnification. IQVIA reserves the right, at its option, to assume full control of the defense of such claim(s) with legal counsel of its choice. If IQVIA undertakes any settlement of such claim(s) requiring payment from you, such payment will be subject to your prior written approval. You shall pay any enforceable award of damages assessed against IQVIA resulting from such claim, including any awarded costs and all reasonable attorneys' fees incurred by IQVIA as a result of such Claim, or any settlement amount agreed to by you in writing.

14. TERM AND TERMINATION

- 14.1. Term. The Agreement shall commence when you first accept this Agreement and shall remain in effect until terminated as set forth below.
- 14.2. Termination for Convenience. You or IQVIA may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
- 14.3. Termination by IQVIA. IQVIA may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements.
- 14.4. Notice of Termination. All notices of termination must be made in accordance with the notice requirements set forth in the "Notice" section below. IQVIA will provide you written notice of termination at your last known address (email). Termination notices sent by IQVIA are effective as of the date stated in the notice. Written notices of termination sent to IQVIA by you are effective upon receipt by IQVIA.
- 14.5. Effect of Termination. Upon the termination of this Agreement, you shall immediately stop representing yourself as an IQVIA Certificant and return or certify to IQVIA that you have destroyed any materials evidencing such Credential in accordance to this Agreement.

15. MISCELLANEOUS

- 15.1. Relationship. The parties are independent contractors under this Agreement and are not agents, representatives, partners or joint ventures of each other. You may not make any representation or warranty, or create any obligation, promise or responsibility on behalf of IQVIA.
- 15.2. Governing law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law principles or the United Nations Convention on the International Sale of Goods. All disputes arising out of this Agreement shall be exclusively resolved by a court of competent jurisdiction in the State of New York. Each party expressly consents to the jurisdiction of the courts of the

State of New York and the Federal District Court for the District of New York and waives any objections or right as to the forum non conveniens, lack of personal jurisdiction or similar grounds.

- 15.3. No Waiver. No failure on the part of IQVIA to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any future exercise thereof or the exercise of any other right or remedy.
- 15.4. Assignment. You may not assign, transfer, or sublicense this Agreement, or any right granted in whole or in part under this Agreement.
- 15.5. Severability. If any provision of this Agreement is declared invalid or illegal for any reason by a court of competent jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
- 15.6. Entire Agreement. This Agreement contains the entire agreement between you and IQVIA with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to such subject matter.
- 15.7. Legal Fees. You agree to pay IQVIA any and all costs to resolve your violation of the IQVIA University Credential Program Agreement including but not limited to: legal expenses, fees, direct or indirect expenses, and/or other costs.
- 15.8. Notices. All notices required by this Agreement to be sent to IQVIA must be in writing and addressed to the following address:

IQVIA, Inc.
Attn: IQVIA University Credential Program
2400 Ellis Road
Durham, NC 27703
Credentials@iqvia.com

All notices required or permitted by this Agreement will be sent to you at the most recent e-mail address provided by you. It is your responsibility to keep your contact address (email) information with IQVIA updated.