IQVIA Third Party Access (TPA) Program

Terms and Conditions Applicable to Clients Participation in the TPA Program

This document contains the terms and conditions for client participation in the IQVIA Third Party Access (TPA) program. By participating in the IQVIA TPA program, a client agrees to abide by the terms and conditions in this document.

INTRODUCTION

IQVIA is a leading provider of advanced analytics, technology solutions and clinical research services to the life sciences industry. A leader for more than 70 years, we blend industry expertise and advanced technology to deliver in-depth analytics on healthcare dynamics. We have one of the largest and most comprehensive collections of healthcare information in the world, collecting information from 150,000+ data suppliers received through 1,000,000+ data feeds annually. We continuously invest hundreds of millions of dollars each year and innovate to keep pace with a global healthcare environment that is highly dynamic and increasingly complex and interdependent. By making these resources available to clients, we help improve patient outcomes, lower healthcare costs, improve patient access to care and make healthcare better. IQVIA offers a wide range of market research services providing insights on many different aspects of medicines and healthcare in 100+ countries.

IQVIA licenses IQVIA data to clients for internal use. We recognize clients work with many vendors and IQVIA data is frequently included in the scope of work. IQVIA started the TPA program more than 30 years ago to enable clients to work with the vendors of their choice using IQVIA data. The TPA program also helps IQVIA protect its intellectual property and supports IQVIA's contractual and regulatory compliance obligations associated with the data. IQVIA authorizes a client to release IQVIA data to an unaffiliated individual or organization performing work for that client ("vendor") through the TPA program in two ways:

1.   IQVIA issues a written TPA license to a specific vendor, or
2.   IQVIA issues a written TPA policy applicable to multiple vendors

TPA licenses and TPA policies operate as IQVIA's written authorization to a client to provide IQVIA data to a vendor to perform work for that client. These documents identify the rights and restrictions associated with the vendor's receipt, access, use and delivery of IQVIA data solely for the direct benefit of the client that provided the IQVIA data to that vendor (plus any limitations in the license agreement between IQVIA and a client). These terms and conditions apply to IQVIA data in the form originally delivered by IQVIA and any information derived from that IQVIA data (see *Attachment 1 to this document: What is IQVIA Data?*).

TPA LICENSES

IQVIA currently offers two types of TPA licenses:

- <u>Standalone TPA licenses</u>. A client requests a TPA license from IQVIA (through the IQVIA TPA portal) to provide certain IQVIA data to a specific vendor for a specific scope of work, engagement or activity. Once the request is approved, IQVIA and the vendor sign a written TPA license and a copy of that signed agreement is provided to the client. The terms of that signed TPA license constitutes the terms of authorization for that client.

- <u>Master TPA Licenses</u>. IQVIA issues a master TPA license to certain vendors. A master TPA license can apply to that vendor's work with each client that provides IQVIA data to that vendor. A master TPA license can cover multiple IQVIA data offerings, geographies and uses. If a client requests TPA authorization to provide IQVIA data to a vendor with a master TPA license, the client will be provided with a copy of a TPA Certificate summarizing the terms and conditions applicable to that vendor's use of IQVIA data. The terms of the TPA Certificate constitutes the terms of authorization for that client.

TPA POLICIES

IQVIA currently offers several TPA policies to simplify IQVIA's authorization for a client to release IQVIA data to certain vendors. Current examples include:

- Individual Temporary Employee and Independent Contractor Policy
- Cloud-Based Hosting of IQVIA Syndicated Market Research Data

A written IQVIA TPA policy includes the scope of the policy (i.e., which activities, IQVIA data and vendors are covered by the policy) and the terms and conditions applicable to a client's use of IQVIA data with covered vendors. The terms of a TPA policy constitutes the terms of authorization for clients when sharing IQVIA data with vendors per the terms of that TPA policy.

CLIENT RESPONSIBILITIES

A client providing IQVIA data to a vendor under the TPA program has the following responsibilities:

1. *DETERMINE WHETHER IQVIA DATA WILL BE PROVIDED TO A VENDOR:* Client will determine whether information it is using with a vendor includes IQVIA data (see Attachment 1 of this document for more information about what constitutes "IQVIA data"). It may not be obvious that information is derived from IQVIA data, so an employee may need to ask other employees at their company whether information is derived from IQVIA data (e.g., due diligence) to make that determination.

2. *IDENTIFICATION OF IQVIA DATA:* Client will inform their vendor which information is subject to IQVIA TPA licensing terms in an effective manner so the vendor can take reasonable steps to comply with IQVIA TPA licensing terms. This requirement applies to IQVIA data provided on a standalone basis or in combination with other data (see *Attachment 1 to this document: What is IQVIA Data?).*

3. *REQUEST A TPA LICENSE FOR THE CLIENT'S VENDOR:* Client will request a TPA license from IQVIA before providing any IQVIA data to that vendor unless provided under a TPA policy or TPA Certificate.

4. *IQVIA – CLIENT LICENSE AGREEMENT:* All use of IQVIA data is subject to the restrictions, limitations, and requirements of the applicable license agreement between the client and IQVIA. In other words, a client cannot use its arrangement with a vendor to expand its rights to use IQVIA data beyond those rights included in the applicable license agreement between the client and IQVIA.

5. *CONTRACTS, SOWS AND OTHER WRITTEN INSTRUCTIONS:* Client contracts, statements of work and other written instructions between the client and their vendor will not exceed the scope of, or conflict with, the terms and conditions of (a) the agreement terms between the client and IQVIA, and (b) the applicable TPA license / policy. Some vendors include terms in their contracts authorizing the vendor to use content shared with them by a client. Client will ensure those terms do not apply to the use of IQVIA data to enhance vendor (or other third party) products, services or capabilities or design or develop new vendor (or other third party) products, services or capabilities.

6. *VENDOR OVERSIGHT:* Client will use reasonable efforts to confirm the vendor has reasonable and appropriate safeguards and controls to comply with the terms and conditions of the applicable TPA license / policy for the hosting, accessing, processing and using IQVIA data for the benefit of the client.

7. *INFORMATION SECURITY:* Client will require IQVIA data held by the vendor to be kept in a secure environment by the vendor so access and use is controlled and maintained solely for the benefit of the client (e.g., the vendor will employ an appropriate combination of physical, technical, and administrative safeguards to meet this requirement).

8. *USE OF IQVIA DATA SOLELY FOR CLIENT'S BENEFIT:* Client will not authorize their vendor to use any IQVIA data for the benefit of the vendor, or for the benefit of any other person or organization other than the client. Further, a client will inform its vendor that IQVIA data can only be used for the benefit of the client providing the data to the vendor and only for the authorized use(s) included in the TPA license.

9. *THIRD PARTY REQUIREMENTS:* Client will abide by any third party requirements applicable to IQVIA data that IQVIA made known to the client and the client accepted, which may include (a) abiding by the restrictions of a data source to IQVIA that applies to certain IQVIA data provided to the client, (b) procuring any required licenses from a third party, or (c) paying any third party fees associated with the vendor's use of IQVIA data provided by the client.

10. *REGULATORY REQUIREMENTS:* Client will abide by any regulatory requirements (e.g., data localization, data privacy and information security requirements) associated with their vendor's

hosting, accessing, processing, or using IQVIA data provided by the client.

11. ***MINIMUM AMOUNTS OF IQVIA DATA:*** Client will share the minimum amount of IQVIA data with a vendor that is necessary for the vendor to perform contracted work for the client.

12. ***COMPLIANCE REVIEW OF THE VENDOR:*** Client acknowledges IQVIA may access client confidential information held by the vendor when IQVIA is conducting an audit, assessment, or compliance review of the vendor's compliance with the terms and conditions of a TPA license / policy. IQVIA will treat that information as confidential pursuant to the applicable agreement between IQVIA and client.

13. ***NOTIFICATION OF NON-COMPLIANCE:*** Client will promptly notify IQVIA in writing if client becomes aware of any use of IQVIA data by the vendor in a manner that is inconsistent with the terms of the applicable TPA license, TPA Certificate, or TPA policy.

14. ***USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS WITH IQVIA DATA:***
    a.   Client will ensure a vendor's use of IQVIA data with any machine learning application, large language models (LLMs), artificial intelligence (AI) algorithms (e.g., generative AI algorithms) and other artificial intelligence capabilities ("AI Tools") are solely for the benefit of the client providing the IQVIA data to the vendor.

    b.   Client or their vendor can use an AI Tool with IQVIA data to train an AI model, develop prompts, produce output or create other intellectual property using IQVIA data (collectively "AI Derived IP") provided any AI Derived IP is used only by or on behalf of the client providing the IQVIA data to the vendor and only used for the sole benefit of that client.

    c.   Client will not authorize a vendor to retain any IQVIA data, or any information, algorithm, model, AI Derived IP or AI Tool derived from the use of IQVIA data, whether used with IQVIA data alone or in combination with other data, for the vendor's own purposes or for the benefit of any person or organization other than client.

    d.   If there is any data use restriction relating to AI in a client / IQVIA contract or a TPA license, a TPA Certificate or a TPA policy relating to IQVIA data provided by client to a vendor, then that data use restriction takes precedence over the other terms in this paragraph 14.

IQVIA reserves the right to modify this document at any time, effective upon the later of (i) public release of the updated document, or (ii) the effective date specified at the time of the release with the updated document.

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Attachment 1: *WHAT IS IQVIA DATA?*

IQVIA licenses information and insights, not simply a specific value in a specific format. IQVIA data includes information in the form originally delivered by IQVIA to a client, or by a client to a vendor, and any information derived from that IQVIA data, including:

1. information in a different format compared with the format originally used by IQVIA (e.g., any computer readable form, printed form, visual forms (e.g., videos));

2. information in the form of a different metric (e.g., aggregated data, projected data) compared with the metric originally provided by IQVIA;

3. information in a different form (e.g., charts, graphs, tables in documents, data held in CRM or other applications) compared with the form originally used by IQVIA;

4. information derived in whole or in part from IQVIA data, regardless whether IQVIA, the client, the vendor or another party creates the information;

5. information combined with data belonging to others (i.e., the combined data set is subject to the TPA licensing terms; IQVIA does not claim any ownership rights in non-IQVIA data);

6. information subject to IQVIA licensing requirements regardless whether certain of that information is publicly available; and

7. information derived from IQVIA proprietary classifications, schemas, taxonomies, reference data, data models and any other information included in IQVIA data delivered to a client which categorizes, identifies or links products, procedures, diseases, outcomes, medical facilities, pharmacies, warehouses, distributors, prescribers or entities, activities or persons.

Materials created by a client or its vendor may be owned by the client, but IQVIA information in that material remains subject to IQVIA licensing terms (e.g., similar to the treatment for confidential information under a non-disclosure agreement).

TYPES OF IQVIA DATA

"IQVIA data" refers to information from any IQVIA information services offering that is available through the IQVIA TPA program. The types of IQVIA data available through the TPA program includes:

1. <u>National data</u> – refers to IQVIA data principally reported at the country level reflecting performance metrics related to sales of pharmaceutical products, prescribing trends, medical treatment, promotional activity and other healthcare related activities or outcomes (e.g., National Sales Audit, National Prescription Audit, National Disease and Therapeutic Index, Channel Dynamics).

2. <u>Subnational data</u> – refers to IQVIA data principally reported at the regional, zip code and individual prescriber level (depending on regulation in country) related to sales of pharmaceutical products, prescribing trends, medical treatment and other healthcare related activities or outcomes (e.g., Xponent, DDD).

3. <u>Reference data</u> – refers to IQVIA data which categorizes or identifies products, procedures, medical facilities, pharmacies, warehouses, distributors, healthcare professionals, healthcare organizations or other entities, activities or persons, and any information derived directly or indirectly from that data. Reference data may be licensed as a standalone offering (e.g., OneKey HCP and HCO data) or incorporated into any of the other types of IQVIA data described in this Exhibit A.

4. <u>Real world data</u> – refers to IQVIA data principally reporting information related to the treatment of disease and outcomes based on the use of longitudinal (non-identified) patient data.

5. <u>Global data</u> – refers to IQVIA data principally reported at the country level for multiple countries reflecting performance metrics related to sales of pharmaceutical products, prescribing trends, medical treatment, promotional activity and other healthcare related activities or outcomes (e.g., MIDAS data)

6. <u>Syndicated analytics</u> **–** refers to IQVIA data reported by the IQVIA global services to clients on a subscription basis.

7. <u>Regulatory data</u> – refers to IQVIA data reported by the IQVIA regulatory information services to clients on a subscription basis.

Questions, contact TPA Support: IQVIAThirdPartyAcessProgram@iqvia.com