

IQVIA Commercial Software GmbH, Schwertberger Straße 14, 53177 Bonn ("IQVIA™")
INFORMATION SERVICES TERMS AND CONDITIONS

- 1. Scope:** These IQVIA Information Services Terms and Conditions ("Terms and Conditions") together with the IQVIA Information Services Order ("Order Form") constitute the Agreement regulating, during its term, the relationship between IQVIA and the Client (as defined in the Order Form). The electronic or any other supply or provision of Information, Data, Documentation, Software, Analyses, Solutions or Consultancy, collectively referred to as "Information Services", will be subject to IQVIA's acceptance of the Order submitted by the Client. IQVIA reserves the right to modify the individual IQVIA reports, as may be necessary due to data protection law or other statutory provisions or required by a competent regulatory authority, immediately at any time.
- 2. Fees / Payment / Delivery:** (a) The fees due by the Client are indicated in the Order Form. Invoices can be effected on a quarterly basis in advance, except as otherwise stipulated in writing. Invoices are due and payable immediately on receipt, except as otherwise stipulated in writing. Where different Information Services are involved, in no event shall the Client deduct or off-set any amount(s) against any amount(s) owed to IQVIA without IQVIA's prior written consent, unless the amount in question has not been disputed or has been awarded to the Client by a final court decision. If the Client fails to pay any amounts in the manner agreed to in this Paragraph 2, IQVIA may charge in addition to the invoiced amount interest at a rate equal to basis interest rate plus 8 % (eight percent) per annum on the unpaid balance beginning thirty (30) days from the receipt date of the invoice until such amounts are paid. Upon client's consent (which may be revoked any time) with electronic invoicing by using an authorized electronic signature, IQVIA will still supply only electronic invoices as pdf-file by way of e-mail to an authorized e-mail address to be nominated by the client.
- (b) In addition to any fees which the Client agrees to pay, the Client shall have the exclusive responsibility for and agrees to pay any of the following:
- (i) all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies or other governmental charges now in force or enacted in the future, except for taxes based on IQVIA's income;
- (ii) furthermore, IQVIA may charge the Client for costs associated with fulfilling any Client request for delivery services other than as selected in the Order Form.
- (c) The Client shall pay for the use of the Information Services even in case of access by unauthorised persons using username and password originally allocated and sent to the Client, except in case such unauthorized use is caused by IQVIA's negligence. The Client shall notify IQVIA of any potential unauthorised access without undue delay.
- (d) All fees are subject to change. Price changes shall be communicated to the Client at least one hundred (100) days prior to the date of application of the new price unless otherwise indicated on the Order Form or product terms. Additional Information Services requested by the Client during the term of this Agreement shall be invoiced at their then current rates when requested. The fees are not refundable, whether in whole or in part, except if IQVIA does not comply with its obligations under this Agreement.
- (e) If IQVIA has elected to provide Information Services prior to the formal signature (where applicable) and acceptance of these Terms and Conditions, acceptance of delivery of the Information Services by the Client shall constitute acceptance of these Terms and Conditions by the Client, until formal signature of this Agreement.
- (f) In case of access-restricted Information Services, the individual users appointed by the Client and authorized by IQVIA will be provided a username and a password by IQVIA. The Client shall ensure that the users store the username and password safely so that they are protected against unauthorised access. The Client shall inform IQVIA without undue delay of any authorized users who leave the Client's company so that IQVIA can disable the provided user names and passwords. IQVIA reserves the right to verify that the Information Services are used in compliance with the Agreement. The Client shall reasonably support such verification by IQVIA.
- 3. Rights:** IQVIA hereby grants to the Client on a personal basis a non-exclusive and non-transferable licence to use the Information Services selected by the Client and provided by IQVIA (and exclusively at the site(s) authorised in the Order Form). The Client shall be granted the following rights in relation to the Information Services subscribed to:
- (a) access to and the usage of Information, Software and Data for the Client's own direct benefit and use. Reasonable quantities of the Information or Data originating from the Information Services of IQVIA may be copied or transferred by the Client for the Client's internal use in connection with the use of the Information Services (any Information or Data copied by the Client or used in the creation of derivative works shall include any copyright and proprietary notices provided by IQVIA with such Information or Data and remain subject to these Terms and Conditions);
- (b) use of the Documentation in support of the Client's use of the Information Services. Reasonable quantities of the Documentation may be used by the Client in developing materials for the Client's internal use in connection with the use of the Information Services;
- (c) making of one (1) copy of the Software or computerised Information and Data for the Client's backup purposes (such copy must contain all of the restrictive and proprietary legends that appear on the Software, Information or Data contained on the original copies provided by IQVIA). Where the Client receives any update of Software, the Client shall confidentially destroy all prior original copies of, and all backup copies of such originals. This obligation does not apply where the Client receives a mere add-on. IQVIA does not grant, and the Client does not receive, any title or other interest in any Information Services, except for those rights explicitly granted within this Agreement.
- 4. Restrictions:** The Client may not:
- (a) assign or transfer, in whole or in part, this Agreement or the services supplied to any other legal or natural person or for any use at a site other than the site(s) authorised in the Order Form;
- (b) allow the usage of Information Services to other users than those authorised or to a number of individuals exceeding the number of authorised users. Each user must be an employee of the Client unless IQVIA agrees otherwise in writing;
- (c) to share user names and passwords for the usage of Information Services with or make them available to users that have not been authorized for this purpose by IQVIA;
- (d) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by IQVIA or as permissible under § 69 e of the German Copyright Act (Urheberrechtsgesetz);
- (e) make the Information Services available outside the licenced site via a networked computer system or equivalent, unless written approval is obtained from IQVIA and the appropriate licence fee paid;
- (f) sub-license, distribute, disclose or transfer the Information Services, in whole or in part, to any third party, without the express written consent of IQVIA or the submission of the IQVIA Third Party Data Use Agreement to IQVIA signed by the respective third party, where applicable. Any attempt to assign, transfer or sub-license by the Client without such consent shall render such assignment, transfer or sub-license void; or
- (g) use the Information Services after any termination by IQVIA of any licence granted under this Agreement, due to a non-compliance of the Client with these Terms and Conditions.
- (h) match anonymised information provided by IQVIA with corresponding information of other suppliers and informations which the client holds himself with the objective of re-establishing a relationship between the data subject and individual pieces of information in potential violation of the German Data Protection Act (Bundesdatenschutzgesetz).
- (i) use the information services beyond the end of the contract.
- 5. Term / Termination:** (a) This Agreement shall come into force upon being signed by both parties, except as applicable under paragraph 2(e). The Agreement may be terminated by giving six (6) months notice to the end of any calendar year. Unless terminated in due time, the Agreement shall be renewed for a further twelve (12) months each year.
- (b) In addition, the Agreement may be terminated within one (1) month of notification of higher prices being given by IQVIA, provided such notification is made within the above period for giving notice of termination. Notice must be given in writing in order to become effective.
- (c) This Agreement may be terminated within a reasonable period of time by written notification, by either party (except in the event of Force Majeure), if the other party fails to comply with any material term and condition and does not remedy such failure within the period of notice. This Agreement may be terminated without notice for important reasons where confidentiality or copyright provisions are breached or if there is good cause to institute bankruptcy proceedings.
- (d) IQVIA is entitled to terminate this Agreement without notice for important reason if the Client or one of the Client's employees violates the restrictions pertaining to use and copy hereunder, or infringes the confidentiality and secrecy obligations hereunder. In all other respects the right to termination without notice shall remain unaffected. In the event that this Agreement is terminated for any one of the above reasons, then the Client shall, without any prejudice to any other rights of IQVIA, pay IQVIA all such amounts owed to IQVIA until the date of termination of the Agreement.
- (e) IQVIA shall provide at least three (3) months notice of termination in cases where IQVIA chooses to no longer provide any specific Information Service(s) to the market. The Client shall then receive a refund on a pro-rata basis of any fees already paid covering the remainder of the period of the Agreement.
- Paragraphs 3(a), 3(b), 4, 6, 7 and 8 of these Terms and Conditions shall continue to apply even after termination of this Agreement.
- 6. Confidentiality:** (a) IQVIA agrees that it shall use its best efforts during and after the period of this Agreement not to communicate or provide to any third party any confidential information provided by the Client including definitions of competitive markets and recommendations made to the Client, unless otherwise ordered by a court of competent jurisdiction or on the basis of statutory obligations. Any information provided at any time on a non-confidential basis by any member of the Client's organisation shall be considered as non-confidential. This sub-paragraph 6(a) does not apply to any information which:
- i) is in the possession of IQVIA prior to the date of this Agreement and not already covered by a confidentiality obligation; or ii) is without obligation of confidentiality prior to its disclosure; or
- iii) came to be in the public domain without breach by IQVIA of its obligations under this Agreement.
- (b) The Client acknowledges and agrees that the Information Services provided by IQVIA are confidential to IQVIA. The Client shall not, and shall ensure that its employees and representatives shall not, at any time during or after the period of this Agreement, communicate, disclose or provide to any third party the whole or any part of the Information Services or other confidential information of IQVIA, except as expressly provided under this Agreement or otherwise as expressly permitted by IQVIA in writing. The Client agrees to treat the Information Services as confidential, using at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care.
- (c) The Client shall use its best efforts to ensure any employee of the Client receiving Information Services are informed of and appreciate the confidential nature of the Information Services, and require each such employee to refrain from disclosing or discussing this information with anyone other than the employees of the Client or IQVIA. Only those employees who require access to the Information Services shall have such access and only to those portions of the Information Services necessary to fulfill the Client's internal business purposes. Any obligations to observe secrecy made by the Client prior to execution of this Agreement shall remain valid and in effect.

(d) IQVIA is entitled to name a client by company-name and where appropriate by that client's logo to third parties for reference purposes only. In the course of this no personal data will be disclosed. In case you do not agree to your company's name or logo being used as such, please inform us accordingly.

7. Data Protection: In this clause, the term "Personal Data" is as defined in Data Privacy Laws, and "Data Privacy Laws" means the GDPR (Regulation (EU) 2016/679 Regulation of the European Parliament and the Council on the Protection of individuals with regard to the processing of personal data and on the free movement of such data and applicable national data protection legislation), the Directive on Privacy and Electronic Communications 2002/58/EC, any national data protection laws and regulations enacted under those laws or otherwise, any successor laws and regulations as amended from time to time, and any and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

To the extent (if any) that either party receives or provides Personal Data in the course of performing or receiving Information Services, the parties agree that they will comply with the Data Privacy Laws applicable to its provision or receipt of such Personal Data.

IQVIA agrees that it will collect, store, use, disclose, and process Personal Data in connection with its performance of Information Services only in accordance with the Agreement and/or Client's written instructions, or as permitted or required by law.

Client agrees that any Personal Data relating to Client's employees, consultants and agents provided to IQVIA in connection with the performance of Information Services may be processed by IQVIA in connection with the administration and provision of Information 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. Limited Warranty / Limitation of Remedies and Liability: The warranty stated in this Agreement is exclusive, and in lieu of all other warranties, terms and conditions, express or implied. IQVIA warrants that it will supply the Information Services with all reasonable skill and care and that the Information Services will correspond with any applicable IQVIA product/services descriptions. The supply of the information services shall be made with the standard specifications of IQVIA or the agreed specifications. Conditions of the Information Services, that the Client can expect, according to IQVIA's or its agents' announcements, in particular in advertisements and in the labeling of the Information Services or due to trade practice, only from part of the contractual quality of the Information Services if they have been explicitly described as such by IQVIA in the Order Form or the confirmation of the Order Form.

IQVIA reserves the right to technically modify the processes underlying the provision of the Information Services provided that this does not cause any degradation of the services to be provided under the Agreement.

Guarantees are only binding on IQVIA if they have been described by IQVIA in the Order Form or in the confirmation of the Order Form and such document also contains in detail IQVIA's obligations resulting from such guarantee.

The Information Services are provided on an "as is" basis without any further warranties of any kind. IQVIA does not warrant that the Information Services will meet the present or future needs or objectives of the Client and the Client assumes sole responsibility for the use, selection, and suitability of the Information Services to its needs and objectives.

IQVIA shall be liable for the inaccuracy, incompleteness or late delivery of any Information Services, only when such inaccuracy, incompleteness or late delivery is the direct result of an intentional or grossly negligent conduct of IQVIA's directors or employees or of a breach of a fundamental contractual obligation ("Kardinalpflicht") by them;

Except insofar as IQVIA has acted intentionally or grossly negligent, IQVIA's liability for any claim arising out of or in connection with this Agreement, whether in contract or tort or otherwise howsoever shall be limited as follows.

In particular, IQVIA does not assume any warranty or liability in case Information Services are not or only partially available due to errors or malfunctions of the Internet transmission beyond the IQVIA's reasonable control or in case information or data from Information Services are transferred via the Internet incorrectly or incompletely. IQVIA shall not be liable for any incidental, consequential or special damages, including but not limited to, lost business, lost profits or third party claims, whether foreseeable or not, even if IQVIA has been advised, knew or should have known of the possibility of such damages.

Liability is limited to such damages and such extent of damages the occurrence of which IQVIA could typically have foreseen; this also applies in case of intention or gross negligence on behalf of IQVIA's vicarious agents (i.e. not legal representatives or executives);

IQVIA's total liability, if any, shall not exceed the total annual fees (excluding VAT) last paid by the Client under this Agreement for the specific Information Services having caused the damage.

IQVIA does not exclude or limit liability for death or personal injury caused by its negligence.

The limitation period for warranty claims (including claims for damages) is 12 months from delivery of the respective Information Services unless IQVIA has acted fraudulently or has granted a guarantee for the quality of the Information Services (Sec. 443 German Civil Code). Any other claims for damages shall expire at the latest in two years after the Client has become aware of the damages and irrespective of that knowledge in three (3) years after the damaging event. This shall not apply to claims based on intent.

The aforementioned provisions shall not apply to claims for damages based on product liability, for defects following a guarantee for the quality of the Information Services (Sec. 443 of the German Civil Code) and in case of fraudulently concealed defects.

9. Force Majeure: Except for the obligation to pay money, either party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, failure of performance by the other party, earthquake, labour disputes, riots, governmental and/or legal/competent authority requirements, and/or provisions (e.g. competent supervisory authority), inability to secure materials on a timely basis, failure of computer equipment, failures or delays of sources from which information or data is obtained and transportation difficulties. If IQVIA is prevented from providing services by a Force Majeure event, IQVIA shall give written notice to the Client of the occurrence of such an event, and the Client shall then be entitled to suspend its payments for the duration of the Force Majeure event.

10. Miscellaneous: Without prejudice to paragraph 1 above, this Agreement constitutes the entire agreement between the parties, on the subject matter of this Agreement, and supersedes prior proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral. Neither party attempts to exclude liability for fraudulent misrepresentation. No modifications, amendments guarantees, notices or waivers of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and duly executed by an authorised representative of IQVIA. Neither IQVIA's commencement of performance nor delivery shall be deemed or construed as acceptance of the Client's additional or different terms and conditions. The failure to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the other parties 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 any part), or the right of any of the parties thereafter to enforce each provision in accordance with the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by any judgment of a tribunal of competent jurisdiction, the remainder of the Terms and Conditions shall not be affected by such judgment, and this Agreement shall be carried out as nearly as possible according to its original terms and intent. This Agreement and the relationship of the parties in connection with the subject matter of this Agreement shall be governed by and determined in accordance with the laws of the Federal Republic of Germany. Frankfurt am Main shall be exclusive venue and place of performance. In the event of inconsistencies between these Terms and Conditions and the Order Form, the terms of the Order Form shall prevail.