



IQVIA COMMERCIAL SERVICES

GENERAL TERMS & CONDITIONS (“ICS General Terms”)

(EMEA Version 0323)

1. **INTRODUCTION:** These ICS General Terms are designed for, and govern the use of, IQVIA data, professional services and technology; different terms apply to IQVIA clinical services (e.g., clinical trial services). These ICS General Terms apply to any SOW for such data, professional services and technology which expressly incorporates these ICS General Terms.
Most IQVIA data, services and technology leverage IQVIA’s intellectual property for the benefit of many clients. Accordingly, IQVIA retains ownership of such intellectual property rights but licenses them to ensure each client has sufficient rights to use the relevant IQVIA data, services or technology in the manner for which these are designed, promoted and delivered to clients. In the event IQVIA performs any services uniquely for a client (e.g., custom consulting; staff augmentation services), such client shall own certain intellectual property rights therein as further described in the applicable Contract Documents.
2. **SERVICES AND DELIVERABLES:** IQVIA shall provide to Client the data, documentation, software, analysis, applications, solutions, and/or consultancy or other commercial services described in an SOW (collectively, the “**Services**”). The Services may contemplate tangible delivery by IQVIA to Client of one or more reports and presentations that are created and prepared by IQVIA for Client in the course of IQVIA performing the Services (“**Deliverables**”), as described in the applicable SOW. Client shall provide all instructions, information and access to Client’s technology, facilities and personnel as reasonably required by IQVIA to perform the Services.
3. **PROPRIETARY RIGHTS AND LICENSE:**
 - a. Client retains all rights, title, and interest in its own proprietary materials provided or made available to IQVIA for the performance of Services (“**Client Materials**”) and any derivatives thereof, and grants to IQVIA and any of its Affiliates and subcontractors involved in the provision of such Services a limited, non-exclusive and, subject to the provisions of Section 13 d below, non-transferable license to use such Client Materials only as necessary to perform the Services.
 - b. Unless otherwise set out in any applicable Service Category Terms or an applicable SOW, IQVIA retains all rights, title and interest to the Deliverables and the IQVIA Materials contained in the Services. Subject to payment of any fees due, IQVIA grants to Client a limited, non-exclusive, non-sublicensable and, subject to the provisions of Section 13 d herein, non-transferable license to use the Deliverables and any IQVIA Materials contained in the Deliverables, internally and solely for Client’s own direct benefit, and only as necessary within and/or in conjunction with such Deliverables or Services, subject to the restrictions set forth herein and any geographic or other limitations as may be specified in any relevant Contract Documents.
 - c. No other rights are granted to either party except for those rights explicitly granted under any relevant Contract Documents.
 - d. Neither IQVIA nor the Client will have the right to use the other party’s trademarks, logos, service marks, trade names or brand names or any other intellectual property rights unless such right is set out in a written agreement between the parties.
 - e. As used herein:
 - i. “**Affiliate**” means a company controlling, controlled by or under common control with another company;
 - ii. “**Contract Documents**” shall mean any relevant SOW and any Special Terms set out therein, together with (a) these ICS General Terms, (b) any relevant Service Category Terms (as defined in Section 14 below); and (c) any Supplemental Terms;
 - iii. “**IQVIA Materials**” shall mean any and all data, data models, databases, inventions, processes, know-how, copyrights, trade secrets, analytical methods, procedures and techniques, manuals, personnel data, pricing, financial information, technical expertise, software, and all intellectual property rights that are: (i) owned or licensed by or for IQVIA and/or its Affiliates prior to the Effective Date of a relevant SOW; or (ii) developed or acquired by or for IQVIA and/or its Affiliates, including in the course of providing the Services; and any improvements, modifications or enhancements made to any of the foregoing. IQVIA Materials shall be considered IQVIA Confidential Information (as defined in Section 5 below);
 - iv. “**SOW**” shall mean a statement of work or other form of document which sets out the Services, pricing, and the terms applicable to the individual engagement between the parties and is executed by IQVIA and Client;
 - v. “**Special Terms**” shall mean any additional terms that are negotiated by the parties or are specific to the relevant SOW and not otherwise addressed in these ICS General Terms, the Category Specific Terms or the Supplemental Terms; and
 - vi. “**Supplemental Terms**” shall mean any other additional terms applicable to the relevant SOW but not unique to the relevant SOW, including any offering, service or geographic specific terms set out in any addenda, schedules, exhibits, riders or links to IQVIA online terms referenced therein.
4. **PAYMENT:** Client shall pay the fees specified in each SOW and, unless otherwise specified in the SOW, Client shall pay the amount of each invoice from IQVIA within thirty (30) days from the date of such 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, IQVIA may charge, and in such event Client shall pay, in addition to the invoice amount, interest at a rate equal to the lesser of 1.25% per month or the maximum amount permitted under applicable law, beginning thirty-five (35) days from the date of the invoice until such amounts are paid in full. 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.

5. **CONFIDENTIALITY:** Neither party shall communicate, disclose, or provide to any third party any information provided by the other party 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 ICS General Terms. Each party agrees to treat the terms of any relevant Contract Documents as confidential. Notwithstanding the foregoing, the mere existence of a commercial relationship between IQVIA and the Client shall not be considered Confidential Information. Each party agrees to treat Confidential Information of the other party 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 its Representatives (as defined in Section 7 below) of the confidential nature of such information and shall ensure that such Representatives comply with this Section 5. 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 or any of its Affiliates 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 proprietary data licensed hereunder. Notwithstanding the preceding sentence, no combination of information will be deemed to be within any of the above exceptions, whether or not the component parts of the combination are within one of the above exceptions, unless the combination itself is within one of the above exceptions. Save as set out in any applicable Service Category Terms, nothing in these ICS General Terms 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.
6. **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 Contract Documents and/or Client's written instructions, or as permitted or required by law. Where IQVIA, in its performance of the Services, processes EU Personal Data, Swiss Personal Data, or UK Personal Data, each as defined below (collectively, "**Personal Data**") on behalf of Client, the terms of the data processing agreement at <https://legal.iqvia.com/DPA-0422Global> shall apply. For purposes hereof: "**EU Personal Data**" means Personal Data to which data protection legislation of the European Union, or of a Member State of the European Union or European Economic Area, was applicable prior to its processing by IQVIA; "**Swiss Personal Data**" means personal data to which data protection legislation of Switzerland was applicable prior to its processing by IQVIA; and "**UK Personal Data**" means personal data to which data protection legislation of the United Kingdom was applicable prior to its processing by IQVIA. Client agrees that any PII or Personal Data 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.
7. **RESTRICTIONS:** Any access to or use by third parties of IQVIA Materials, including any IQVIA Materials contained within the Deliverables or Services, shall be subject to IQVIA's prior written consent except as may be otherwise specifically permitted pursuant to an applicable IQVIA policy. Furthermore, Client will ensure that it and its Representatives, will not, and will not allow any third party to, analyze, process or use the Deliverables or Services in a manner to reverse engineer, decompile, derive, infer or extrapolate IQVIA methodologies, algorithms, processes, or procedures associated with the Services or Deliverables. As used herein, "**Representatives**" refers to employees, contractors, subcontractors, other representatives or Affiliates of either party, and other users, when such are authorized to access and use the IQVIA Materials in the relevant Contract Documents.
8. **FEEDBACK AND PROPRIETARY NOTICES:** Client may provide IQVIA with feedback or suggestions in respect of the Deliverables, Services or IQVIA Materials (collectively "**Feedback**"). Feedback is shared on a non-confidential, non-proprietary basis and IQVIA may choose to use or not use such Feedback to modify or enhance future IQVIA services or Materials without any further obligation to Client. IQVIA shall retain sole and exclusive ownership of the Services and IQVIA Materials, as currently existing or as modified over time using such Feedback. 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.
9. **TERMINATION AND SURVIVAL:**
 - a. Unless otherwise indicated in the applicable SOW: (i) the initial term of each SOW shall be for twelve (12) months commencing on the Effective Date of the SOW; and (ii) each SOW shall renew automatically, even in the absence of orders, for subsequent twelve (12) month periods,

unless notice is given in writing by registered letter to the other party: (A) of non-renewal at least six (6) months prior to the end of the initial term or any subsequent twelve (12) month period; or (B) of termination within thirty (30) days after the mailing of any price increase for the Services (not applicable where the SOW sets out a fixed fee or contains a pre-agreed price adjustment process), and in such case, the termination shall be effective as from the date upon which the new price is applicable. Subject to any earlier termination permitted pursuant to the Contract Documents, each SOW shall continue in effect through the delivery of all Services under such SOW and payment by Client pursuant to the Contract Documents. 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 elsewhere in the Contract Documents or as set out above, either party may terminate an SOW only as follows: (i) immediately, where there has been a material breach of any license or confidentiality restrictions, intellectual property rights or data protection provisions or payment obligations 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 any other 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.
- c. Notwithstanding anything else in the relevant Contract Documents, Client's license and rights in the Deliverables and IQVIA Materials thereunder shall immediately terminate in the event of any termination by IQVIA pursuant to Section 9 b (i) or (ii) above.
- d. Without prejudice to any rights or remedies available to IQVIA, in the event of any permitted termination of any SOW, Client shall pay IQVIA for the Services performed through the effective date of termination and all non-cancellable expenses.
- e. Subject to the provisions of Section 9(c) above, Sections 3 (Proprietary Rights and License), 4 (Payment), 5 (Confidentiality), 6 (Data Protection), 7 (Restrictions), 8 (Feedback and Proprietary Notices), 9 (Termination and Survival), 10 (Warranty and Disclaimer), 11 (Limitation of Liability), 12 (Compliance with Applicable Laws / Anti-Bribery & Anti-Corruption), 13 (Miscellaneous) and 14 (Service Category Additional Terms) of these ICS General Terms, and any other terms in the Contract Documents that expressly or by implication are intended to come into or continue in force on or after expiry or termination, shall each survive and remain in effect after expiration or termination of any relevant SOW.
- f. If IQVIA discontinues production or support of any Services with respect to all of its clients in any relevant geography, 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.

10. **WARRANTY AND DISCLAIMER:**

- a. Warranty: 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. Disclaimer: Except as set forth in any applicable Service Category Terms or Supplemental Terms, 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 OR CONDITIONS (WHERE EITHER ARE APPLICABLE UNDER RELEVANT GOVERNING LAW) OF MERCHANTABILITY (WHERE APPLICABLE UNDER RELEVANT GOVERNING LAW), SATISFACTORY QUALITY (WHERE APPLICABLE UNDER RELEVANT GOVERNING LAW), FITNESS FOR PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

11. **LIMITATION OF LIABILITY:**

- a. No Consequential Damages: To the fullest extent permitted under applicable law, IQVIA shall not be liable for any (i) incidental damages, (ii) consequential damages, (iii) indirect damages, (iv) special damages, (v) lost business, (vi) lost anticipated savings, (vii) lost profits, (viii) lost data, (ix) lost goodwill, or (x) third party claims, in each case whether foreseeable or not, arising out of or in connection with the Services or the relevant Contract Document 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. Liability Limitation: 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 relevant Contract Document shall not exceed the total fees (excluding taxes) paid by Client under the applicable SOW in the twelve (12) months preceding the event giving rise to the claim, with respect to the affected portion of the Service or Deliverable.
- c. Nothing in this Section 11 shall limit Client's payment obligations in accordance with the applicable SOW.
- d. Nothing in this Section 11 or otherwise in the Contract Documents shall exclude or in any way limit either party's liability for (i) fraud and / or fraudulent misrepresentation; (ii) death or personal injury caused by its negligence; (iii) breach of any obligation as to title implied by statute; or (iv) any liability to the extent the same may not be excluded or limited as a matter of applicable law.

12. **COMPLIANCE WITH APPLICABLE LAWS / ANTI-BRIBERY & ANTI-CORRUPTION:** 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. Without limiting the foregoing, each party agrees that it will at all times during the course of performing its obligations under the Contract Documents comply with the requirements of all applicable anti-bribery and anti-corruption laws and regulations including, without limitation, the United States Foreign Corrupt Practices Act as amended and the United Kingdom Bribery Act 2010 as amended. Without limiting the generality

of the foregoing, each party agrees that in connection with the Services, it and its employees directly involved in performing the Services have not and will not directly or indirectly give or offer to give anything of value to any Government Official in order to corruptly influence that person's business decision or to gain an unfair business advantage in violation of applicable laws or regulations. As used herein, the term "Government Official" means any government officer or government employee (including officers and employees of government-controlled entities or public international organizations), any person acting in an official capacity for or on behalf of any government entity, political party, or legislative body, or any royal family member or candidate for public office. For the avoidance of doubt, 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.

13. **MISCELLANEOUS:**

- a. **Entire Agreement / Third Party Rights:** The applicable Contract 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 representations or understandings shall apply or be implied from prior negotiations unless expressly stated in the relevant Contract Documents and neither party shall have any claim for any untrue statement unless it was made fraudulently. No modification, amendment or waiver of any of the provisions of any Contract Documents shall be binding upon the parties unless made in writing and duly executed by authorized representatives of Client and IQVIA. The Contract 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. The Contract Documents shall not give rise to any rights for any third party to enforce any term of the Contract Documents unless a third party is expressly identified as a beneficiary of such rights therein.
- b. **Order of Precedence and Conflict:** In the event of any conflicts or inconsistencies among the Contract Documents, a provision in a Contract Document listed higher in the following list shall have priority over one contained in a Contract Document lower in such list, but only with respect to the specific subject matter of each: (i) Special Terms (ii) Supplemental Terms, (iii) any relevant Service Category Terms and (iv) these ICS General Terms.
- c. **Force Majeure:** 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. **Assignment/Transfer:** Except as set out below, Client shall not without the prior written consent of IQVIA (which consent shall not be unreasonably withheld or delayed) assign, transfer, or otherwise delegate, in whole or in part, the benefit of, or Client's rights or obligations under, the Contract Documents (such assignment, transfer or delegation being referred to herein as a "**Transfer**"). IQVIA and Client each shall have the right to Transfer the Contract 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 transferring party's assets, provided, however, that no such Transfer by Client shall be to a competitor of IQVIA. In addition, and notwithstanding anything to the contrary under the Contract Documents, where the Client and/or its corporate group has been the subject of any merger, acquisition, or reorganization, under no circumstances (including any Transfer permitted hereunder) shall the pricing and Services provided to the Client (and where applicable, any beneficiaries of the Client) under any SOW be made available to any part of the business of such Client (and where applicable, the business of any beneficiaries of the Client) other than that business which existed prior to such merger, acquisition, or reorganization.
- e. **Governing Law:** Except as otherwise specified in the relevant SOW, the Contract Documents and all matters arising out of or related thereto (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England, without giving effect to any conflicts of law principles, and any dispute between Client and IQVIA arising out of or related to the Contract Documents will be heard by and be subject to the exclusive jurisdiction of the courts of London, England.
- f. **Trade Restrictions:** Client hereby acknowledges that the Services, Deliverables and IQVIA Materials may be subject to 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 any applicable sanctions laws, nor shall they be exported or re-exported to any person or destination prohibited by, or otherwise used in violation of, any applicable export control or sanctions laws.
- g. **Execution:** 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 or photocopy) will be deemed to be an original, and all executed counterparts together will constitute one and the same instrument.
- h. **Notices:** Client shall provide prompt written notice to IQVIA of any material breach by Client of any Contract Document. All notices or demands required in connection with any SOW shall be given in writing and shall be delivered to the respective business addresses identified in the applicable SOW (or such other updated address as may be notified hereunder) by an internationally recognized common carrier's overnight delivery service providing proof of delivery. Any notice or demand so delivered shall be deemed to have been received at the time the notice or demand is delivered to the recipient's proper address. For any notices or demands sent to IQVIA, a required copy shall also be sent to the attention of the IQVIA Legal Department at the same address or, where provided, such different business address or email address stated for this purpose in the SOW.
- i. **Waiver / Severability:** The failure to enforce at any time the provisions of the Contract Documents or to require at any time performance by the other party of any of the provisions of the Contract Documents shall in no way be construed to be a waiver of such provisions or to affect either the validity of the Contract Documents, or the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of the Contract Documents. If any provision of the Contract Documents 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 and lawfully permissible, so as to render the provision enforceable. If no feasible interpretation would save the provision, where lawfully permissible 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.

j. **Independent Contractor:** The parties hereto are independent contractors and nothing contained in the Contract Documents shall be construed to place them in the relationship of partners, principal and agent, employer and employee or joint venturers. Neither party shall have the power or right to bind or obligate the other party, nor shall either party hold itself out as having such authority.

14. **SERVICE CATEGORY ADDITIONAL TERMS:** Except as otherwise specified in an SOW, to the extent any Deliverable or SOW terms pertain to any of the category of Services listed in column A below, the additional provisions of the corresponding service category terms and conditions set out in column B (the “**Service Category Terms**”) shall apply to such SOW and are incorporated herein by reference.

COLUMN A SERVICE CATEGORY	COLUMN B APPLICABLE CATEGORY SPECIFIC TERMS
IQVIA Syndicated Data Services (i.e., any proprietary and syndicated IQVIA national, subnational or global market research service, real world data service or reference data service (e.g., OneKey) designed, curated and standardized by IQVIA and available to multiple clients)	IQVIA Local Data License Terms available via the link: https://legal.iqvia.com/ICS Local Data License/GLOBAL/eng/V032023
Software-as-a-Service	IQVIA Software-as-a-Service Category Specific Terms available via the link: https://legal.iqvia.com/ICS SaaS Terms/GLOBAL/eng/V032023
Professional Services (may include market access, real world services, commercial analytics and consulting, primary market research and other non-clinical IQVIA services)	IQVIA Professional Services Category Specific Terms available via the link: https://legal.iqvia.com/ICS Professional Services Terms/GLOBAL/eng/V032023

////////////////////////////////////