IQVIA Agreement No.: ████████ **Effective Date:** November 11, 2023 ("Effective Date")

CLIENT	
Company Name ("Client"): UK HSA	
Business Address: HCAI, Fungal, AMR, AMU & Sepsis Division, UKHSA, 10 South Colonnade Canary Wharf E14 4PU	Additional Information

IQVIA	
Company Name ("IQVIA"): IQVIA Ltd.
Business Address: The Point, 37 North Wharf Rd, Paddington, London, United Kingdom, W2 1AF

TYPE(S) OF IQVIA SERVICES (non-clinical only)

This statement of work relates to the following types of services (select one or more from the below):

☒ **IQVIA Syndicated Data Services** (may include licenses to national, subnational, global, real world, reference data and other data services)

☐ **IQVIA Professional Services** (may include market access, real world services, commercial analytics and consulting, primary market research, and other non-clinical IQVIA services)

☐ **IQVIA Technology Services** (may include SaaS, DaaS and other technology services)

Details of the selected services and the applicable fees are set out in Schedule 1.

TERMS

This Statement of Work, which includes Schedule 1 (Services and Fees) and Schedule 2 (Terms and Conditions), constitutes the entire agreement of the parties "(Agreement)". IQVIA will provide the Services specified in this Statement of Work and Client agrees to pay for the Services in accordance with the terms and conditions of the Agreement. Upon signature of both parties, the Agreement constitutes a binding agreement between the parties.

IQVIA LTD.			UK HSA		
Signature	███████████████		**Signature**	███████████████	
Name	███████████████		**Name**	███████████████	
Title	███████████████		**Title**	███████████████	
Date	███████████████		**Date**	███████████████	

Signature			**Signature**		
Name			**Name**		
Title			**Title**		
Date			**Date**		

IQVIA Agreement No.: _____ ██████ _____   **Effective Date:** _____ **August 15, 2022** _____ ("Effective Date")

CLIENT	Company Name ("Client"): UK HSA
	Business Address: HCAI, Fungal, AMR, AMU & Sepsis Division, UKHSA, 10 South Colonnade Canary Wharf E14 4PU

IQVIA	Company Name ("IQVIA"): IQVIA Ltd.
	Business Address: The Point, 37 North Wharf Rd, Paddington, London, United Kingdom, W2 1AF

SERVICES and FEES

IQVIA will provide the services specified in this Schedule 1 and Client will pay the Fees specified in this Schedule 1 in accordance with the terms and conditions of the MSA.

DATA SERVICES

NAME OF DATA OFFERING: IMRD data

DATA PERIOD ████████████████████████████
FREQUENCY OF REPORTING: ██████████
FREQUENCY OF DELIVERY: █████████
ESTIMATED DELIVERY SCHEDULE: Nov 23 ████████
████████████████

NAME OF DATA OFFERING: HPAI

DATA PERIOD ████████████████████████
FREQUENCY OF REPORTING: ███████
FREQUENCY OF DELIVERY: ██████
ESTIMATED DELIVERY SCHEDULE: ████████
████████████████

NAME OF DATA OFFERING: IQVIA PSDA ███
██████

DATA PERIOD ███████████████████████████
FREQUENCY OF REPORTING: ██████████
FREQUENCY OF DELIVERY: ██████
ESTIMATED DELIVERY SCHEDULE: ████████ **May 25**
████████████████

LICENSE TYPE: ██
██

FEE SUMMARY			
Services	Delivery Frequency	Billing Frequency	Fee (in GBP)
IMRD	██████████████████████		████████
HPAI			
PSDA			
Total Fees			100,565

Applicable fees and expenses are set out above. All fees quoted are exclusive of applicable taxes. Invoices will be due for payment thirty (30) days from the date of the invoice. Details of invoicing are set out below.

██

Invoice Schedule:

██████████████████████

SCHEDULE 2

IQVIA Agreement No.: _____ ████████ _____　　　**Effective Date:** _____ ████████ _____ ("Effective Date")

CLIENT	Company Name ("Client"): UK HSA
	Business Address: HCAI, Fungal, AMR, AMU & Sepsis Division, UKHSA, 10 South Colonnade Canary Wharf E14 4PU

IQVIA	Company Name ("IQVIA"): IQVIA Ltd.
	Business Address: The Point, 37 North Wharf Rd, Paddington, London, United Kingdom, W2 1AF

TERMS AND CONDITIONS

The IQVIA Commercial Services General Terms & Conditions and applicable Service Category Terms below shall apply to the Services and Fees specified in Schedule 1,.

██

IQVIA Commercial Services General Terms & Conditions

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 enable 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, <u>internally and solely for Client's own direct benefit</u>, 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 Service Category 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 ████████████████████████████ 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 three (3) 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. <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 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. <u>No Consequential Damages:</u> 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. <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 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. <u>Entire Agreement / Third Party Rights:</u> 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. <u>Order of Precedence and Conflict</u>: 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. <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/Transfer</u>: 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. <u>Governing Law</u>: 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. <u>Trade Restrictions</u>: 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. <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 or photocopy) will be deemed to be an original, and all executed counterparts together will constitute one and the same instrument.

h. <u>Notices</u>: 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. <u>Waiver / Severability</u>: 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. <u>Independent Contractor</u>: 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 SERVICE CATEGORY 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_Terms/GLOBAL/eng/V012024
Software-as-a-Service	IQVIA Software-as-a-Service Terms available via the link: https://legal.iqvia.com/ICS_SaaS_Terms/GLOBAL/eng/V012024
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 Terms available via the link: https://legal.iqvia.com/ICS_Professional_Services_Terms/GLOBAL/eng/V012024

HOSPITAL PHARMACY AUDIT DATA SUPPLEMENTAL TERMS
(ICS/UK//V032023)

These supplemental terms (the "**HPA Terms**") apply to an SOW licensing any Hospital Pharmacy Audit Data (HPA) and provision of ancillary Services, including all information contained therein and derived therefrom, as more particularly described in the applicable SOW.

Client Undertaking

DATA PROTECTION SUPPLEMENTAL TERMS – DATA PROCESSING / SCCs

(ICS/GLOBAL/V032023)

DATA PROTECTION: 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 and the Standard Contractual Clauses set out or referenced at ███████████████████████████ shall apply, to the extent not already set out in the , or to the extent that the contains a data processing agreement and / or Standard Contractual Clauses that are not consistent with current requirements under applicable data protection legislation. 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.

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1. Interpretation/definitions

Data: The Data set out in Schedule 1.

Data Protection Requirements: the relevant applicable data protection law and especially the General Data Protection Regulation when applicable.

Client: The Client defined in the Statement of Work.

Client System: any information technology system or systems owned or operated by Client on which Data is processed in accordance with this Agreement.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Medical Research means use in the scientific areas below but not limited to: epidemiology, pharmacoepidemiology, drug safety, public health research (including clinical audit), drug utilisation studies (DUS), post authorisation safety studies (PASS), outcomes research, health economics research and/or resource utilisation and treatment analysis and comparison.

Permitted Uses: Means for Medical Research more specifically as set out in Schedule 1 and Clause 2 below.

2. Permitted Use of the Data

IQVIA grants to Client a limited non-exclusive and non-transferable, licence to
   a.   To use the Data for the Permitted Uses outlined in Schedule 1 for the term
   b.   Process the Data only in accordance with the terms of this agreement

The Data is provided on the terms set out herein and Client hereby agree as follows:
   c.   Client undertakes that reports, papers or statistical tables using the Data that are published, broadcast or any way entered into the public domain, and /or any sharing of such reports, papers or statistical tables with third parties within Client's company group, will be based upon a study protocol that has received prior approval from the Scientific Review Committee (SRC) or a recognised ethics review board (e.g. Research Ethics Committee (REC) or other appropriate body agreed with IQVIA).
   d.   Any reports, papers or statistical tables that are published or released external to Client with IQVIA's permission) and any internal analyses will not identify individual cases, primary care practices or secondary care facilities or enable individual cases, primary care practices or secondary care facilities to be identified.
   e.   Client cannot conduct studies on behalf of a third-party except with IQVIA's written consent. Should Client secure a commercial contract with a third party which involves the use of the Data, IQVIA will quote for an additional data fee, which will be payable to IQVIA. This clause does not prejudice the restriction's on Client's use of the Data recorded in Schedule 1, provided such Data is not shared with any third party.
   f.   Without prejudice to Client's general obligation to not re-identify patients from the Data, Client undertakes that (unless specific permission in writing has been given by the relevant patient with prior REC approval, or medical practitioner with prior SRC approval) and IQVIA has approved the same in writing, Client will at all times ensure that any material prepared by Client based on or incorporating, the Data will not identify, and will be unable to be used to identify, any patient or medical practitioner.
   g.   Client undertakes that to mitigate the risk of a breach of confidentiality, any permitted disclosure of any report or table outside of Client's organisation, must not contain, or permit the display of, or allow drill down to, the unsuppressed version of any cell containing patient numbers with a value less than 7
   h.   Client will ensure that staff processing the Data are suitably trained and made aware of their responsibilities in handling the Data

For the avoidance of doubt, the licence granted by this Agreement shall not permit the Client to
   i.   Share the Data with any third party without the prior written consent of IQVIA
   j.   Undertake directly or indirectly any process that may enable the client to directly or indirectly to re identify the data subjects.
   k.   Undertake any research based on the brand name of a pharmaceutical product with a purpose of the measurement of or to influence market share
   l.   Use the Data for project work which is specifically requested and paid or partly paid for by an external organisation unless under a separate Agreement with IQVIA
   m.   Use the Data for patient identification or targeting or GP, GP practice or secondary care facilities identification, profiling or targeting
   n.   Undertake studies of sales force performance, or effects of advertising campaigns.
   o.   Use any part of the Data which IQVIA has given to Client notice in writing that such part may not be used.

3. Data Retention Rights

Subject to clause 9, and for the avoidance of doubt, the Permitted Use of the Data will cease at the end of the term specified in the Statement of Work, provided that upon the expiry or termination of such term, with the exception of circumstance of Client breach of this Agreement, Client may apply to retain one copy of the Data solely for the purposes of regulatory compliance and maintaining a record to permit audit and verification of the results of research and in compliance with applicable law. Where data provided under this agreement has been manipulated, such that the data is no longer at record level and is anonymous data, Client may retain such data. Otherwise Client's use of the Data shall cease at the end of the term specified in the Statement of Work. If the Client wishes to retain the Data beyond the expiration date of the Agreement, the Client must seek an extension to the Agreement. Under no circumstances shall the Client retain the Data without an extant contract in place which relates to that Data. If requested by IQVIA, Client will sign a document certifying the destruction and/or removal of the Data from Client's systems (but for the Data Extracts that a Client may retain pursuant to the Data retention rights granted herein) upon the expiry or earlier termination of this Agreement.

4. Compliance with Law/ Data Protection

a. If necessary, Client warrants to IQVIA that the Data will be transferred, stored, analysed and permanently deleted when it is no longer needed for the Purpose; in compliance to any legislation of the relevant territories, especially any intellectual property and data legislation. In case of international data transfer, Client and its Affiliates warrant that such a transfer is compliant with the relevant applicable law and especially GDPR. Client shall comply in full with its obligations under the Data Protection Requirements as they apply to the Data. Client is solely responsible for the usage of the Data delivered by IQVIA and warrants to IQVIA on the consequences of such usage. Client shall indemnify IQVIA for any cost, claim or expense arising as a result of Client: (i) breaching any of the Data Protection Requirements; or (ii) causing IQVIA to be in breach of any of the Data Protection Requirements.

b. Client undertakes that at all times it will use industry 'best practice' in the exploitation of the licence granted under this Agreement and will strictly adhere to any guidelines, standards and/or advice issued at any material time by any applicable regulatory, legislative or Governmental body with jurisdiction over use of the Data, or any industry advisory body including the National Health Service and an Health Research Authority.

c. Client acknowledges that to the extent the Data contains 'personal data' (as that term is defined under the EU General Data Protection Regulation), Client will be a sole and separate controller (as defined under GDPR) in relation to the Data.

5. Information Security

a. Client shall ensure that the Data is kept secure and in a secure form, and shall use industry standard security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorized access, copying, modification, storage, reproduction, display or distribution of the Data. Client undertakes to satisfy within seven (7) days all reasonable instructions given by IQVIA for the retention of the security and confidentiality of the Data, or any Data Extract, or any derivative of the Data.

b. Client shall be strictly compliant with the Data Protection Requirements, when applicable.

c. If Client becomes aware of any misuse of the Data or any security or Data breach in connection with this Agreement that could compromise the security or integrity of the Data adversely affect IQVIA , Client shall, at Client's expense, promptly notify IQVIA in writing and fully co-operate with IQVIA to remedy the issue as soon as reasonably practicable.

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6. Audit:

a. Client shall keep, in electronic form, at its normal place of business detailed, accurate and up-to-date records (Records) showing steps taken by Client to comply with its obligations under this Agreement.

b. Client shall ensure that the Records are reasonably sufficient to enable IQVIA to verify Client's compliance with the Agreement. Client shall permit IQVIA and its third party representatives, (no more than once per year) on at least 10 working days' notice, during normal business hours, to: (i) gain access to (provided that IQVIA shall not be permitted access to Client's systems), and take copies of, the Records; and (ii)-inspect all Records relating to the use, and control of the Data and the Data Extract, solely for the purpose of auditing Client's compliance with its obligations under this Agreement. Client shall not be required to provide any Records to IQVIA (i) in contravention of any third party confidentiality obligations, (ii) that contain Client proprietary information and/or methodologies, (iii) that are owned by Client's customers, vendors, suppliers, or other business partners who are not directly related to the matters contemplated by this Agreement, and/or (iv) that relate to matters beyond the agreed scope of review described above. If Client declines to provide Records based upon the exceptions in subparagraphs (i) to (iv) above and the content, or a portion of the content, of such Records is needed in order to complete IQVIA's audit, if feasible, Client will use commercially reasonable efforts to provide a redacted version of such Record that does not trigger the above exceptions. . In the event that IQVIA uses a third party auditor to conduct the audit, such auditor: (i) may not be a competitor of Client; (ii) may not be compensated on a contingency basis; and (iii) must sign an appropriate confidentiality agreement with Client that is in a form reasonably acceptable to Client. After termination of this Agreement such audit rights shall continue for the duration of the plus six months. Client shall give all reasonable assistance to the conduct of such audits. Information obtained by IQVIA under this clause will be used by IQVIA for the purpose of verifying the compliance of Client with the terms of this Agreement.

c. Client will keep fully particularised records which shall be provided to IQVIA in the form attached at Appendix [2] IMRD Research Report Form, that will enable IQVIA to review and audit which individuals were authorised by Client to access the Data at any time and what research Client has carried out, regardless of whether or not such access took place. Client shall complete and send a copy of the IMRD Research Report Form to IQVIA every year from the date of signature of the Agreement.

7. Intellectual Property Rights Ownership
   a. Client acknowledges that: (i) all Intellectual Property Rights in the Data Extract and the Data are the property of IQVIA (ii) it shall have no rights in or to the Data, other than the right to use the Data in accordance with the Agreement. Client shall at all times ensure that WHO is acknowledged with the full bibliographical reference to ICD-10, Vols 1-3, as set out below, in any printed materials or electronic documentation accompanying the Data or the Client product, and in abbreviated form in the Product as follows: Full form: ICD-10 codes, terms and text used by permission of WHO, from: International Statistical Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10). Vols 1-3. Geneva, World Health Organization, 1992-2019 Abbreviated form: ICD-10 codes, terms and text © World Health Organization, 1992-2019. The ICD-10 codes shall not be reproduced and distributed other than as part of an IQVIA product.
   b. Client shall include the following notice on all media on which Data is used or distributed: "This material includes SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organisation (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO."

8. Termination
   a. IQVIA may terminate this Agreement with immediate effect by giving written notice to Client if Client's uses the Data for uses other than the Permitted Use.
   b. IQVIA may terminate this Agreement immediately on written notice to Client in the event that: (i) IQVIA no longer has the right to license the Data to Client; or (ii) IQVIA is prohibited from providing the Data to Client due to applicable law or regulation.
   c. Either party to this Agreement may terminate this Agreement by written notice not earlier than one year after the date of commencement of this Agreement, as specified above provided that Client shall be permitted to conclude, within an agreed timeframe, any projects commenced prior to the termination for which Client has already extracted the Data for a specific SRC approved study provided always that such right is subject to the other terms of this Agreement. The agreed time permissible for conclusion of projects must be agreed by IQVIA prior to the termination date and shall not exceed 3 months after the date of termination; any extension may be given or refused by IQVIA at its sole discretion. Any extension to a multi-study licence will require a research protocol to be submitted 3 months prior to the end of this Agreement
   d. If this Agreement is terminated for any reason, the client will cease use of the Data and (subject to any right granted to the Client by IQVIA for continued use or retention of the Data pursuant to this Agreement) delete all copies of the Data, and any parts of the Data, including any backup copies, and certify in writing to IQVIA that such destruction has taken place, and pay all outstanding fees which are due and payable on the date of termination.

9. Assignment: Client is prohibited to assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement.

10. Indemnity: If IQVIA incurs any expense or loss due to the use (other than in accordance with) or breach of this Agreement by Client, without prejudice to any other rights which IQVIA may have against Client, Client shall indemnify IQVIA against all those reasonable expenses and losses, including any fees, costs and damages which IQVIA has suffered as a direct or indirect consequence thereof, except to the extent that the foregoing expenses and losses result from the negligence or intentional wrongdoing of IQVIA. Without prejudice to the generality of the foregoing, such indemnity will cover all expenses, fees, costs and fines, or any other payments which IQVIA may reasonably incur, by reason of (1) the investigation of any complaint to, or (2) the consequences of a decision of, any regulatory or Governmental body anywhere in the world.

11. Additional Termination Right: IQVIA may terminate this Agreement immediately on written notice to Client in the event that: (i) IQVIA no longer has the right to license the Data to Client; or (ii) IQVIA is prohibited from providing the Data to Client due to applicable law or regulation.