COGVIO General Terms and Conditions - SaaS

These General Licensing Terms and Conditions ("**Terms**") apply where Cogvio s.r.o ("**Cogvio**") provides hosted software services identified in an applicable Statement of Work or other document referencing these Terms ("**SOW**"), which will be licensed to Client on a "Software-as-a-Service" basis ("**SaaS**"). The SOW issued by Cogvio is issued pursuant to these Terms, and shall specify the details of the SaaS licensed to the Client, the license fee, as well as any other special conditions regarding the use of the SaaS, and together with these Terms and any schedules, riders, addenda, or supplemental terms attached thereto or referenced therein (collectively, "**Supplemental Terms**"), form a mutually binding contract between Cogvio and Client, which has been concluded by acceptance of any relevant SOW ("the **Agreement**"). In the event of a conflict between the provisions of the forementioned documents, the provisions of the SOW shall prevail. Except as otherwise expressly set forth in the SOW, Client acknowledges that Cogvio has no delivery obligation for the SaaS and will not ship copies of such programs to Client as part of the SaaS.

I. Conclusion of the Agreement

1. The Agreement shall be deemed to be mutually binding, approved, concluded and valid at the moment at which the an authorized representative of the Client affixes his/her handwritten or electronic signature to the SOW.
2. If a deadline for acceptance is specified in the SOW, the Client is entitled to accept the SOW only within this deadline, unless otherwise agreed with Cogvio. If no time limit for acceptance is specified in the SOW, SOW must be accepted by the Client within 30 days of its dispatch by Cogvio at the latest, otherwise it shall be deemed invalid.
3. Any objections or comments by the Client to the SOW or to the Agreement shall be deemed to be a rejection thereof by the Client. The Agreement is therefore only concluded if the Client accepts the SOW and Agreement fully and unconditionally. If the SOW or Agreement is rejected by the Client, for whatever reason and in whatever manner, it is at the sole discretion of Cogvio whether or not to create and send a revised SOW and Agreement (reflecting any reservations or comments of the Client) to the Client.

II. Access and Use

1. During the term specified in the applicable SOW ("**Term**"), the Client may access and use the SaaS solely in accordance with the terms of the Agreement and any limitations, restrictions or permissions specified in the applicable SOW, including, but not limited to geographic territory, number of users, and/or permitted uses. The Client agrees not to access or use the SaaS outside the scope of the rights that are expressly granted by Cogvio in the Agreement.
2. The license granted to the Client under the Agreement includes the right to access the SaaS for the user ('**user**' means one specific natural person with a specific email address linked to that natural person). The Client may designate users under the Agreement only as permitted by Cogvio, with the maximum number of such users having access to the SaaS being specified in the SOW. The Client shall only be entitled to designate users who consistently perform work in the same country (i.e. in case the Client has several branches in different countries, all users must be employees of the same national branch of the Client, however all users shall have the right to access the SaaS anywhere subject to the terms of this Agreement, i.e. regardless of the territory of the country in which they consistently perform work).
3. Cogvio will provide to the Client the necessary network links or other access protocols to enable the Client's users who have completed the required online registration process or who otherwise receive a valid user ID, or other access credentials, to which the registration and access to the SaaS are be linked ("**Authorized Users**") during the Term. The Client acknowledges that its Authorized Users may be required to agree to Cogvio's applicable online Terms of Service, Privacy Policy, and Acceptable Use Policies (collectively, "User Policies") prior to being permitted to access the SaaS. The Client acknowledges and agrees that, as between the Client and Cogvio, Client shall be responsible for all Authorized Users' compliance with the User Policies and for their acts and omissions in relation to the SaaS. The Client shall undertake reasonable efforts to make all Authorized Users aware of the terms and conditions of the Agreement and User Policies that are applicable their use of the SaaS and shall cause them to comply with such terms and conditions.
4. With the exception of any software, or mobile application made available by Cogvio for download by Authorized Users in connection with their use of the SaaS, the Client is responsible for providing everything that may be required for Authorized Users to access and use the SaaS.
5. If so requested by Cogvio, the Client shall designate one Authorized User to act as an account administrator for the Client, serving as the Client's principal point of contact with Cogvio with respect to the administration of the SaaS.
   Subject to the terms of this Agreement, the licence is granted on a non-exclusive basis for the term specified in the SOW, which license is without territorial limitation (without prejudice to the arrangement under paragraph a) above) and Cogvio's server on which the SaaS will be operated will be located in the European Union.
6. The Client is entitled, but not obliged, to use the SaaS; any non-use of the SaaS shall not affect Cogvio's right to the agreed fees for making the SaaS available.
7. The Client shall provide all relevant information, instructions, and/or access to the Client's information technology systems reasonably required for Cogvio to provide the SaaS.
8. The Client shall not, and shall not permit Authorized Users to or third parties to:
   a) copy, distribute, separate portions of the SaaS, or create derivative versions of the SaaS or other derivative works.
   b) offer or allow the use of the SaaS to third parties, whether or not for a fee. The Client shall not, inter alia, be entitled to disclose the access data to the SaaS to any third party.
   c) reverse engineer, decompile, modify, adapt, translate, convert to source code, or otherwise attempt to obtain the source code of the SaaS except as expressly permitted by law, nor grant consent to any third party to do so.
   d) use the SaaS to operate the business of a third party, or to act as a service bureau or Cogvio of application services to any third party, or to otherwise rent, lease, or use the SaaS in a resale capacity
9. The Client shall only use the SaaS only in a manner that complies with all applicable laws and regulations, in particular with applicable copyright restrictions and as between the Client and Cogvio, the Client is solely responsible for compliance with applicable laws relevant to its Authorized Users accessing or using the SaaS, including applicable privacy laws.
10. The Client is responsible for Authorized Users' compliance with the provisions of this Agreement. Cogvio is not responsible for any harm caused by Authorized Users, including individuals who were not authorized to have access to the SaaS but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in the Client's local identity management infrastructure or the Client's local computers. The Client agrees, if and to the extent applicable with respect to the SaaS: (i) to provide the technology and facilities, including access to the internet and an up-to-date and fully supported browser, as required to use them; (ii) to complete the implementation and set-up process as required by Cogvio to access them; (iii) that it is responsible for maintaining the confidentiality of passwords and account information required for access to them, and for all acts that occur in connection with the Client's account; (iv) to immediately notify Cogvio of any unauthorized use of the Client's account, breach of security, or loss or theft of user names or passwords; (v) that use of the SaaS is limited to use by Authorized Users for which applicable fees have been paid and that such use does not include the right to resell or sublicense such SaaS; (vi) to abide by all applicable local, state, national and international law and regulations, and not to use the SaaS for any purpose that is unlawful, not contemplated or prohibited under the Agreement; (vii) to use commercially reasonable efforts to prevent unauthorized access to, or use of the SaaS; and (viii) to submit Client Data only in accordance with the Agreement and applicable laws and government regulations. The Client will not frame or mirror any part of the SaaS, other than copying or framing on the Client's own intranets or otherwise for its own internal business purposes, nor will the Client access the SaaS in order to build a competitive product or service, or reverse engineer the SaaS. The Client further agrees not to use or permit use of the SaaS, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. The Client grants Cogvio a non-exclusive, royalty free, license to use the logo(s) set out in the SOW (each, a "Client Logo") solely in connection with the provision of

the Services. The Client shall ensure its proper use of the SaaS license in accordance with these Terms and the Agreement, and so that its use will not violate any legal regulations (in particular copyright or other rights of third parties). Cogvio shall not be liable for the Client's use of the license in violation of these Terms and the Agreement, the SaaS documentation or other instructions of Cogvio regarding the SaaS. The Client's or an Authorized User's intentional violation of the foregoing, or any use of the SaaS in breach of this Agreement by the Client or Authorized Users that in Cogvio's reasonable judgment imminently threatens the security, integrity or availability of Cogvio's services, may result in Cogvio's immediate suspension of the SaaS. Cogvio shall not be liable in any way for the stability of the Client's hardware and software on which the SaaS is operated, nor for the use of data and information obtained by the Client through the SaaS by the Client or third parties to whom the Client makes such data available. At the same time, the Client acknowledges that the SaaS serves only as an auxiliary tool and that the final decision on how to deal with such data and information is always at the Client's discretion. Therefore, Cogvio shall not be liable in any way for any damage or other harm arising in direct or indirect connection with the use of data and information obtained by the Client through the SaaS. It is recommended to use the SaaS only in accordance with the applicable manual (Help section), training and as instructed by Cogvio.

11. Unless it is expressly authorized in the applicable SOW, the Client will not allow any of its independent contractors, affiliates, parent entities or subsidiaries to access or use the SaaS unless the Client has obtained the prior written consent of Cogvio and, in the event of any such access or use, the Client hereby represents and warrants to Cogvio that: (i) the Client will ensure that such independent contractors, affiliates, parent entities and subsidiaries will be subject to the terms and restrictions of the Agreement to the same extent as the Client hereunder; and (ii) the Client will be responsible for any and all such access or use by the Client's independent contractors, affiliates, parent entities and subsidiaries. Further, any such access to the SaaS shall not also authorize access to Cogvio Data licensed by the Client unless access to that Cogvio Data is expressly permitted by the relevant Cogvio licensor entity. For the purposes of this section, '**Cogvio Data'** shall mean any and all data and/or databases owned by or licensed to any Cogvio or IQVIA legal entity.

12. The SaaS may enable Authorized Users to link to, transmit Client Data to, or otherwise access, other websites, content, products, services, and information of third parties. Cogvio does not control and is not responsible for such websites or any such content, products, services and information accessible from or provided through the SaaS, and the Client bears all risks associated with access to and use of such websites and third party content, products, services and information (collectively, "**Third Party Content**"). Any Third Party Content made accessible by Cogvio in or through the SaaS is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and the Client acknowledges that Cogvio is not responsible for and under no obligation to control, monitor or correct Third Party Content; however Cogvio reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content. The Client acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time, and (ii) features of the SaaS that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the SaaS. Cogvio may update, change or modify the SaaS under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the SaaS, as determined by Cogvio in its sole discretion, Cogvio may cease providing access to the affected Third Party Content or Third Party Services without any liability to the Client. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, does not affect the Client's obligations under this Agreement or the applicable SOW, and the Client will not be entitled to any refund, credit or other compensation due to any such changes.

13. Some third party software that is not embedded in the SaaS may be subject to separate license agreements directly between the Client and the third party licensor when it is necessary, as specified in the applicable SOW. The Client is responsible for complying with the requirements of such third party licensor for the third party software, licenses and related terms to take effect. Except as expressly stated otherwise in these Agreement, (i) Cogvio does not provide the mentioned third party software to the Client, and (ii) licenses, warranties and support for the third party software, if any, will be given by the relevant third party licensors in their license agreements, not by Cogvio. For third party software embedded in the SaaS, Cogvio grants to the Client a sublicense on third party software if any which is embedded in the SaaS and which is necessary for the Client to use the SaaS; the Client agrees that such embedded third party software shall only be utilized by the Client in conjunction with the SaaS.

III. License, Restrictions, and Proprietary Rights

1. The SaaS may contemplate issuance by Cogvio to the Client of one or more deliverables, which may include but are not limited to reports and presentations ("**Deliverables**"). Subject to the Client having complied in full with its obligations set out in the applicable SOW, (i) the Deliverables will become the property of the Client, with the exception of any Cogvio Materials incorporated or embedded therein, which are deemed to be and shall remain the sole and exclusive property of Cogvio (and/or its licensors, as applicable) and (ii) Cogvio grants to the Client a limited, non-exclusive, non-sublicensable, non-transferable license to use Cogvio Materials contained in the SaaS or such Deliverables internally and solely for its own direct benefit, and only as necessary within and/or in conjunction with such SaaS or Deliverables, subject to the restrictions set forth herein and any geographic, site, or other limitations as may be specified in the SOW. "**Cogvio Materials**" shall mean any and all data and/or databases owned by or licensed to any Cogvio or IQVIA legal entity (collectively, "**Cogvio Data**"), data models, documentation, software, source code, object code, tools, algorithms, user interface designs, methodologies, concepts, and other materials owned by or licensed to Cogvio prior to, independently of, or in conjunction with its performance of the SaaS or compiled, obtained, and/or generated by Cogvio in its performance of the SaaS, any information or materials derived from the foregoing, and all intellectual property rights therein.

2. Any access of Cogvio Materials, including any Cogvio Materials contained within the SaaS or Deliverables, by third parties shall be subject to Cogvio's prior written consent and such third party's execution of a third party access agreement or similar agreement with Cogvio, except as may be otherwise specifically permitted pursuant to an applicable Cogvio policy. In addition, the Client shall not directly or indirectly reverse engineer, decompile, disassemble, or analyze the SaaS or Deliverables for the purposes of (i) re-identifying methodologies, algorithms, processes, or procedures embedded in the SaaS or Deliverables, or otherwise used to produce the SaaS or Deliverables, (ii) identifying or isolating the information associated with specific outlets, suppliers, prescribers, or other entities or individuals not explicitly identified in any SaaS or Deliverables provided to the Client, or (iii) accessing or deriving the source code for any licensed software.

3. The Client acknowledges and agrees that the Cogvio Materials shall remain the sole and exclusive property of Cogvio (and/or its licensors, as applicable). Cogvio does not grant, and the Client does not receive, any other interest in any Cogvio Materials, SaaS or Deliverables, except for those rights explicitly granted under the Agreement. In the event the Client provides Cogvio with feedback or suggestions in respect of the SaaS or Cogvio Materials, the Client agrees that such feedback or suggestions will be shared on a non- confidential, non-proprietary basis and Cogvio may choose to use or not use such feedback or suggestions to modify or enhance future Cogvio services without any further obligation to the Client. Cogvio shall retain sole and exclusive ownership of the SaaS and Cogvio Materials, as currently existing or modified over time using such feedback or suggestions, unless otherwise expressly agreed in writing by Cogvio in advance. The Client shall not remove, alter, modify, or deface any confidential, copyright, or other proprietary notices contained on, affixed to, encoded, or recorded in any Cogvio Materials, or fail to preserve or denote all copyright and other proprietary notices with respect to, all Cogvio Materials.

IV. Fees and Payment

1. The Client agrees to pay to Cogvio the fees as specified in the SOW. Unless otherwise specified in the SOW, the Client shall pay the amount of each invoice from Cogvio within thirty (30) days from the date of the invoice. In addition to the fees set forth in the SOW, the Client shall be responsible for all costs and expenses which are incurred specifically in connection with the performance of the SaaS, including without limitation, all applicable costs and expenses, and acquisition of third party data, products, or services.

2. In the event of the Client failing to make payment when due, the Client shall pay, in addition to the invoice amount, interest at a rate equal to the lesser of the 90-day average Secured Overnight Financing Rate (SOFR) plus five percent (5%) per annum on the unpaid amount, or the maximum amount permitted under applicable law, beginning thirty-five (35) days from the date of the invoice until such amounts are paid. The Client shall have the exclusive responsibility for paying all applicable taxes, duties, fees, levies, or other governmental charges payable in connection with the SaaS except for taxes based on Cogvio's net income.

V. Confidentiality

Neither party shall communicate, disclose, or provide to any third party any information provided by one party to the other in connection with the SaaS 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 Terms or Cogvio's policies. The Client acknowledges and agrees that Cogvio's Materials are confidential to Cogvio. Each party agrees to treat the terms of the Agreement, including any pricing details, as the Confidential Information of the other party. Each party agrees to treat the Confidential Information of the other 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 permitted recipients of Confidential Information of the confidential nature of such information. Notwithstanding the foregoing, Cogvio may add the Client's name to t Cogvio's published list of clients. 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 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 Cogvio Data. Nothing in this Agreement 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, and provided further that no disclosure of any Cogvio Data may be made in such circumstances without Cogvio's written consent.

VI. Processing of Personal Data

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. Cogvio agrees that it will collect, store, use, disclose, and process PII in connection with its performance of the SaaS only in accordance with the Agreement and/or the Client's written instructions, or as permitted or required by law. Where Cogvio, in its performance of the SaaS, processes EU Personal Data, Swiss Personal Data, or UK Personal Data, each as defined below (collectively, "Personal Data") on behalf of the Client, the terms of the data processing agreement at https://legal.iqvia.com/DPA-0422Global shall apply. For purposes hereof: "EU Personal Data" means PII 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 Cogvio; "Swiss Personal Data" means PII to which data protection legislation of Switzerland was applicable prior to its processing by Cogvio; and "UK Personal Data" means PII to which data protection legislation of the United Kingdom was applicable prior to its processing by Cogvio. The Client agrees that any PII relating to the Client's employees, consultants and agents provided to Cogvio in connection with the performance of the SaaS may be used and processed by Cogvio in connection with the administration and provision of the services, and to identify and inform the Client (including the Client's employees, consultants and agents) of additional Cogvio services which may be of interest to them.

VII. Term and Termination

1. Unless otherwise agreed in the SOW, the following shall apply:
   a) the initial term of the SOW shall be for a fixed term of twelve (12) months from its conclusion in accordance with these Terms; and
   b) each SOW shall renew automatically, even in the absence of orders, for subsequent twelve (12) month periods, unless notice of termination is given in writing by registered letter to the other party: at least six (6) months prior to the end of the initial term or any subsequent twelve (12) month period; or within thirty (30) days after the mailing of any price increase for the SaaS (not applicable where the SOW sets out a fixed fee), and in such case, the termination shall be effective as from the date upon which the new price is applicable.
2. Each SOW shall be independent of any other SOW, and the expiration or termination of one SOW shall not affect any other SOW.
3. Except as may be expressly provided in an SOW or as set out above, either party may terminate an SOW only as follows: (i) immediately where any license or confidentiality restrictions, intellectual property rights, data protection provisions, or payment obligations are breached 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 a 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. Any breach of any provision of the Agreement shall be deemed to be a breach of the relevant SOW. Any SaaS and the Client's license in Cogvio's Materials shall immediately terminate in the event of any termination by Cogvio pursuant to (i) or (ii) above.
4. Without prejudice to any rights or remedies available to Cogvio, in the event of any permitted termination of any SOW, the Client shall pay Cogvio, at a minimum, for the SaaS performed through the effective date of termination and all non-cancellable expenses.
5. If Cogvio discontinues production or support of any SaaS with respect to all of its clients, Cogvio shall use commercially reasonable efforts to give the Client advance written notice of any such discontinuance. If Cogvio discontinues any SaaS for which Client has prepaid, the Client shall receive a pro-rata refund of any prepaid fees for the terminated SaaS not supplied to the Client.
6. Sections II (Access and Use), III (License, Restrictions and Proprietary Rights), IV (Fees and Payment), V (Confidentiality), VI (Data Protection), VIII (Warranty), IX (Indemnity), X (Limitation of Liability), XI (Ownership and Use of Client Data), XII (Data Security) and XIII (General) of these Terms shall survive and remain in effect after expiration or termination of any SOW.

VIII. Warranty

The SaaS, Deliverables, and Cogvio Materials are provided on an "as-is" basis without any further warranties of any kind. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COGVIO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES WITH RESPECT TO THE SAAS AND THE COGVIO MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OF SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

IX. Indemnification

1. Provided that the Client is current with its payment of fees, Cogvio agrees to indemnify the Client from and against all direct and reasonable costs, expenses, liabilities, claims, losses and damages finally awarded in a court of law against the Client, or agreed to in writing by Cogvio in settlement, as a direct result of any action or claim that the Client's use of the software in the SaaS provided by Cogvio in accordance with the Agreement, to infringe the Intellectual Property Rights of any third party (a "Cogvio Claim"). Cogvio shall not be required to indemnify the Client to the extent that a Cogvio Claim, if true, would be attributable to: (i) modification of the SaaS by the Client or its personnel; (ii) use of the SaaS in a manner inconsistent with the Published Specifications and/or the instructions given by Cogvio or contrary to the terms of the Agreement; (iii) use of the SaaS in combination with any other product or service not provided by Cogvio; or (iv) use of the SaaS in a manner not otherwise contemplated by the Agreement; (iv) the Client's use of the Cogvio Data or Third Party Data in the SaaS or otherwise, or (vi) Client's use of the SaaS after notice of a Cogvio Claim from Cogvio.
2. If the Client is enjoined from using the SaaS or Cogvio reasonably believes it will be enjoined, Cogvio shall have the right, at its sole option, to obtain for the Client the right to continue use of the SaaS or to replace or modify the SaaS so that it is no longer infringing. If neither of the foregoing options is reasonably available to Cogvio, then use of the SaaS may be terminated at the option of Cogvio, in which event Cogvio's sole liability shall be to refund to the Client any prepaid fees for the SaaS that were to be provided after the effective date of termination.

3. Except for any claims in respect of which Cogvio is obligated to indemnify the Client under 1. above, the Client agrees to indemnify Cogvio and Cogvio's Affiliates from and against all direct and reasonable costs, expenses, liabilities, claims, losses and damages finally awarded in a court of law against Cogvio or any Cogvio Affiliates, or agreed to in writing by the Client in settlement, as a direct result of any action or claim that arises out of: (i) the Client's or an Authorized User's use of the SaaS other than in accordance with the Agreement; (ii) the posting, display, distribution, or other publication or use of Client Data, Third Party Data or the Client's logo, including Claims that any such action infringes Intellectual Property Rights of any third party, or that the Cogvio Data or Third Party Data posted, displayed, distributed or otherwise published or used contains libelous, defamatory or otherwise injurious or unlawful material (a "Client Claim").

4. If any third party makes a Cogvio Claim or Client Claim covered by 1. or 3. above against an indemnitee with respect to which the indemnified party intends to seek indemnification under the Agreement (each a "Claim" for purposes of this Section), the indemnified party shall give prompt written notice of the Claim to the indemnifying party, including a brief description of the amount and basis for the claim, if known. Upon receiving such notice, the indemnifying party shall be obligated to defend the indemnified party against the Claim, and shall be entitled to assume control of the defense and settlement of the Claim. The indemnified party may participate in the defense and settlement of the Claim at its own expense, using its own counsel, but without any right of control. The indemnifying party shall keep the indemnified party apprised as to the status of the Claim. Neither the indemnifying party nor the indemnified party shall be liable for any settlement of a Claim made without its consent. Notwithstanding the foregoing, the indemnified party shall retain responsibility for all aspects of the Claim that are not subject to indemnification by the other party hereunder and shall defend, indemnify and hold harmless the other party from and against such aspects of the Claim.

5. For the purposes of this Section, the term "**Intellectual Property Rights**" shall mean patents, trademarks, service marks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights.

X. Limitation of Liability

1. To the fullest extent permitted under applicable law, Cogvio shall not be liable for any (i) incidental damages, (ii) consequential damages, (iii) indirect damages, (iv) special damages, (v) lost business, (vi) lost or anticipated savings, (vii) lost profits, (viii) lost data, (ix) lost goodwill, or (x) third party claims, whether foreseeable or not, arising out of or in connection with the SaaS or the Agreement even if Cogvio 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.

2. 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, Cogvio's total liability, if any, for any and all claims arising out of or in connection with the SaaS or the Agreement shall not exceed the total fees (excluding taxes) paid by the Client under the applicable SOW over the last twelve (12) months with respect to the affected portion of the SaaS or Deliverable.

3. Nothing in this Section or otherwise in the Agreement shall exclude or in any way limit a party's liability for (i) fraud; (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.

XI. Ownership and Use of Client Data

1. As between the Client and Cogvio, the Client shall be the owner of any data and content provided by the Client to Cogvio (other than any Third Party Data) for purposes of providing the SaaS or input into the SaaS by the Client ("**Client Data**"). Cogvio will not: (a) Use the Client Data for any purpose other than directly in relation to the provision of the SaaS; (b) disclose, sell, assign, lease, assign rights in or otherwise dispose of any of the Client Data or purport to do any of the foregoing; (c) make any of the Client Data available to any third party other than a subcontractor and then only to the extent necessary to enable such Cogvio agent to perform its part of the SaaS.

2. The Parties acknowledge and agree that, for the purposes of providing the SaaS, the Client or its licensor will make available to Cogvio the third party data specified in the SOW ("**Third Party Data**") for the duration of the Term of the SOW, and the Client hereby acknowledges and agrees that it will, for the duration of the Term, have in place valid licenses in respect of such Third Party Data and the uses contemplated for such data as set out in the SOW. Cogvio shall have no responsibility and no liability under or in connection with the SOW in respect of the provision of the Third Party Data to Cogvio or its use by Cogvio, in each case in accordance with the terms of the SOW, or its use by the Client or its independent contractors, affiliates, parent entities or subsidiaries. In the event that Cogvio becomes aware that there is no valid license in place in respect of any Third Party Data and/or that the provision of the services under the SOW will result in any breach by Cogvio and/or the Client in respect of any Third Party Data, Cogvio shall have the right to exclude such data from the services to be provided under the SOW.

3. Upon request by the Client upon expiration or termination of the SOW and/or relevant Agreement, Cogvio will (a) return to the Client, in the originating format and on the media requested by the Client, the Client Data over the 24 months period immediately preceding the expiration or termination of the SOW and (b) erase or disable all or any part of Client Data in Cogvio possession. Any archival tapes containing Client Data will be used by Cogvio and Cogvio agents solely for back-up purposes.

4. Upon the giving of a notice of termination or expiration of the SOW, Cogvio will cease providing the SaaS according to a schedule plan of cessation of Services mutually agreed by both parties. Should the Client require special transition services, the costs and man/day rate for such transition services shall be communicated to the Client with reasonable prior notice. Such transition services shall be invoiced to the Client pursuant to the provisions of this section.

5. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COGVIO DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES SHALL MEET CLIENT'S REQUIREMENTS, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED. IN ADDITION, COGVIO DOES NOT REPRESENT THAT THE SAAS, OR ANY SERVICES WILL BE ERROR FREE OR OPERATE UNINTERRUPTED.

XII. Data Security

1. In providing the SaaS, Cogvio will comply with its Cogvio Integrated Information Security Framework (IISF) and is subject to change at Cogvio's discretion; however, Cogvio's policy changes will not result in a material reduction in the level of protection provided for the Client Data or Third Party Data. The IISF defines the administrative, physical, technical and other safeguards applied to Client Data and Third Party Data residing in the SaaS environment, and describes other aspects of system management applicable to the SaaS. The Client is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from transmission of the Client Data and Third Party Data, the Client's connectivity to the SaaS, and any interoperating computer applications, including any viruses, Trojan horses, worms or other programming routines contained in the Client Data or interoperating applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

2. In the event of any unauthorized access to, loss or theft of the Client Data or Third Party Data caused by Cogvio's failure to comply with the IISF, Cogvio shall immediately notify the Client upon becoming aware of such loss or disclosure, take commercially reasonable steps to mitigate the impact of such loss or disclosure, and cooperate in good faith with the Client to assist with data recovery. Except as set forth in this paragraph, Cogvio shall have no other liability for any unauthorized access to, alteration of, or the deletion, destruction, damage, or loss of, or failure to store any of, the Client Data or Third Party Data.

XIII. General Provisions

1. Except as otherwise specified in a SOW, the Agreement 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 the Client and Cogvio arising out of or related to the Agreement will be heard by and be subject to the exclusive jurisdiction of the courts of London, England.

2. The relevant SOW shall be governed by the version of the Terms that is in force at the time the Agreement is entered into. Cogvio shall be entitled to update and modify these Terms from time to time and in such case Cogvio shall inform the Client about such change of the Terms by sending a new version of the Terms to the Client and publishing the new version on its website. Unless the Client expresses its objection to the new version of the Terms in writing to license@cogvio.com within 30 days of transmission of the updated Terms by Cogvio, the Agreement shall continue to be governed by the new version of the Terms as of the time specified by Cogvio. If the Client disagrees with the new version of the Terms in the manner specified above, the Agreement shall continue to be governed by the version of the Terms in force for that Agreement, in which case Cogvio shall be entitled to unilaterally withdraw from the Agreement within 30 days of receipt of the Client's notice of objection to the new version of the Terms.

3. The Agreement constitutes 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 modification, amendment or waiver of any of the provisions of any Agreement shall be binding upon the parties unless made in writing and duly executed by authorized representatives of the Client and Cogvio. The Agreement shall take precedence over the Client's additional or different terms and conditions, including any general terms of purchase of the Client, to which notice of objection is hereby given. No SOW is intended to benefit any third party unless expressly stated therein.

4. In the event of any conflicts or inconsistencies, the following order of precedence shall apply, but only with respect to the specific subject matter of each: (i) Supplemental Terms, (ii) SOW terms, (iii) the Terms.

5. Except for the obligation to pay money for the SaaS 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 Cogvio to timely supply data.

6. Except as set out below, the Client shall not without the prior written consent of Cogvio assign, transfer, or otherwise delegate, in whole or in part, the benefit of, or the Client's rights or obligations under the Agreement. Cogvio and the Client each shall have the right to assign the Agreement (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 assigning party's assets, provided, however, that no such assignment by the Client shall be to a competitor of Cogvio, and provided further that any assignment by the Client shall not entitle such permitted assignee to receive the pricing extended to the Client hereunder or to use any SaaS or Deliverables for the benefit of the assignee's existing business (i.e., its business existing prior to such assignment). Such pricing and use shall require further written agreement between the permitted assignee and Cogvio.

7. Neither Cogvio nor the Client shall violate any law or regulation directly applicable, in the case of Cogvio, to its performance of the SaaS and, in the case of the Client, to the receipt or use of the SaaS. Without limiting the foregoing, each party agrees that it will at all times during the course of performing its obligations under this Agreement and each SOW comply with the requirements of the United States Foreign Corrupt Practices Act as amended, the United Kingdom Bribery Act 2010 as amended, and all other applicable anti-bribery and anti-corruption laws and regulations. Without limiting the generality of the foregoing, each party agrees that in connection with the SaaS, it and its employees directly involved in performing the SaaS 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 the Client's legal or regulatory compliance obligations, which are and shall remain the sole responsibility of the Client.

8. Both parties shall comply with all applicable trade laws and regulations, including import and export control laws, anti-boycott laws, sanctions and embargoes ("Sanctions & Trade Laws"). Each of the parties represents and warrants that (i) neither it nor any of its affiliates nor any of its or their respective directors, officers, agents, or employees is listed on any restricted party lists pursuant to Sanctions & Trade Laws applicable to either party (a "Restricted Party") or (ii) is 50% or more owned or otherwise controlled, whether directly or indirectly, by any Restricted Party. Neither party shall convey, or transfer to the other party any items, goods, services, code, technology, software, intellectual property, or technical information ("Transferred Items") that may be subject to Sanctions & Trade Laws without appropriate permit, license, or other authorization. The receiving party shall ensure that any Transferred Items are not used, provided to or otherwise made available to, a Restricted Party, nor cause the providing party to otherwise be in violation of Sanctions & Trade Laws. Should either party reasonably suspect or know that the other party is (or is causing the other party to be) in violation of Sanctions & Trade Laws, then the relevant obligations of the parties under this Agreement will remain suspended for as long as that party is suspected of or known to be in violation of Sanctions & Trade Laws.

9. A SOW may be executed by the parties on the same or separate counterparts, and/or by .pdf or electronic signature. Any executed copy of a SOW made by reliable means (e.g., scanned image, photocopy) will be deemed to be an original, and all executed counterparts together will constitute one and the same instrument.

10. The Client shall provide prompt written notice to Cogvio of any material breach by the Client of any SOW. All notices or demands required in connection with any SOW shall be given in writing and shall be delivered to the respective addresses identified in the applicable SOW by an internationally-recognized common carrier's overnight delivery service providing proof of delivery. For any notices sent to Cogvio, a required copy shall also be sent to the attention of Cogvio's Legal Department at IQVIA's regional corporate offices in London, England.

11. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other party 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 the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of this Agreement. If any provision of the Agreement 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, so as to render the provision enforceable. If no feasible interpretation would save the provision, 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.