

POLITICO PRO

LICENSE AGREEMENT

This Agreement (“**Agreement**”) is entered into as of the date listed below (“**Effective Date**”) by and between the organization listed below (“**Client**”) and POLITICO SRL, a Belgian private limited liability company with Company Registry Number 0526.900.436 d/b/a POLITICO Pro.

1. GRANT OF RIGHTS. This Agreement grants Client a non-exclusive, revocable, non-transferable, non-assignable worldwide license to use the POLITICO Pro services (“**Services**”) as selected in Appendix A. This Agreement permits only identified Users (*i.e.* a current employee of the Client to whom individual access is granted to the Services as indicated in Appendix A) to access and receive content from POLITICO Pro.

The foregoing license does not include the right for the Client to grant sublicenses or to transfer, in whole or in part, to any rights granted under this Agreement externally (*i.e.* persons or entities outside the Client’s company group) or exceeding the number of users determined in Appendix A.

POLITICO reserves the right to adapt or change the licensed content (amount, contents, design) at all times, without requiring Client’s consent under any circumstances. POLITICO shall take all reasonable measures to ensure that a similar level of content and quality thereof is guaranteed during the term of the Agreement.

2. USER ID AND PASSWORD. POLITICO Pro will give Users a user ID and password. User ID and password credentials shall be strictly limited to the number of Users for which Client purchases access. Sharing or transferring the User ID and password is prohibited without written permission from POLITICO Pro.

3. PRICING AND INVOICING. Client shall be invoiced annually, in advance, at the rate (“**Rate**”) attached hereto as Appendix A for the selected Service(s). Payment shall be due within thirty (30) days of the invoice date. Accounts not paid within thirty (30) days of the invoice date shall be considered delinquent, in which case POLITICO Pro reserves the right to suspend provision of the selected Service(s) without prior notice. Client agrees to bear all reasonable costs, including attorneys’ fees, that POLITICO Pro incurs to collect payment due hereunder.

POLITICO Pro reserves the right to amend pricing modalities, including the Rate, as well as the scope of its Services and content every year. Client will be informed in due time of any such changes prior to the end of the then current term in accordance with article 4 hereunder. The absence of any objections by Client to proposed changes in pricing, content and or Services - within a reasonable period of time not exceeding fourteen (14) days - shall imply the full and irrevocable acceptance of such changes by Client.

4. TERM AND TERMINATION. This Agreement shall take effect as of the Effective Date and shall terminate on the date reflected below (Termination Date).

POLITICO Pro may terminate this Agreement, with immediate effect and without compensation, by sending Client a written notice by registered letter or e-mail if the latter does not comply with any of its contractual obligations, specifically including articles 2 (the sharing and/or transferring of User ID’s), 3 (late payment) and 5 (infringement of POLITICO’s intellectual property rights) of this Agreement, and fails to remedy this breach within five (5) calendar days from the registered letter or e-mail. Proposals for pricing amendments by POLITICO Pro, in accordance with article 3 above, shall under no circumstances constitute a ground for termination.

In the event of early termination, for any reason whatsoever, Client undertakes to pay POLITICO Pro the entire sum due under this Agreement, without prejudice to any damages due.

5. INTELLECTUAL PROPERTY.

5.1. Client acknowledges that the POLITICO Pro content is subject to worldwide intellectual property rights owned by or licensed to POLITICO Pro or its licensors and that neither Users nor Client thereby obtains any intellectual property rights whatsoever in the same, among others, copyright, rights relating to databases, trademarks, patents, etc. Neither Client nor Users shall directly or indirectly reproduce, download, commercialize or otherwise distribute (in print, electronic, or intranet format) material appearing on www.politico.eu (hereafter the “Website”) or received via email without prior written permission from POLITICO Pro.

5.2. Notwithstanding the above, in so far as Client has selected access to the ‘DataPoint’ content in Appendix A, Client is granted a non-transferable, revocable, non-exclusive and non-assignable worldwide license to use the DataPoint content in order to make reproductions, to modify (in part or in whole) and/or communicate the DataPoint content to the public, solely in its own name and for its own purposes. If the Client modifies the DataPoint content in any way (in part or in whole), the Client is expressly forbidden from attributing or crediting Politico Pro by use of its name and/or logo and from referring to Politico Pro in any other way in any of Client’s use of the DataPoint content. The Client does not have the right to transfer or sublicense, in whole or in part, any of the DataPoint content to third parties without the explicit written consent from POLITICO Pro.

5.3. The Client remains the owner of all intellectual property rights on the content he uploads on the POLITICO Pro Platform (hereafter the “Uploaded content”). The Client acknowledges that he is solely responsible for the Uploaded content and the consequences of its distribution on the POLITICO Pro Platform. The Client declares and guarantees that he has all the necessary authorisations to reproduce this

Uploaded content on the POLITICO Pro Platform. The Client therefore undertakes not to communicate or upload content on the POLITICO Pro Platform on which third parties may hold any rights whatsoever (including intellectual property rights and privacy rights), unless he has first obtained the explicit authorisation of these third parties. The Client also declares and guarantees that the Uploaded content is appropriate and does not contravene any applicable laws or regulations. At the end of this Agreement, the Uploaded content will automatically be deleted from the POLITICO Pro Platform.

6. PRIVACY. To ensure electronic delivery accuracy and copyright compliance, POLITICO Pro may use tracking software, which may forward certain technical data and email usage information from any computer that opens the email to POLITICO Pro. POLITICO Pro will not share this information with anyone outside the POLITICO SRL and any of its affiliates, nor will POLITICO Pro use it for any commercial purpose. The Client can save personal information by using the Service. This information will be encrypted. Only the authorized personnel (i.e. for technical maintenance) will have access to this encrypted information. Under no circumstances our journalists are authorized to have access to this encrypted information. More information about data collection practices is available at <http://www.politico.eu/privacy-policy/>.

7. LIABILITY.

POLITICO Pro makes no warranties (express or implied) with respect to the Services, the licensed content (including the DataPoint content) or to POLITICO Pro's performance of its obligations hereunder, including without limitation, the implied warranties of merchantability, title and fitness for a particular purpose, or non-infringement. POLITICO Pro shall furthermore not be liable to Client for any indirect, consequential, incidental, special, or punitive damages. POLITICO Pro's liability arising from this Agreement, whether in contract or tort, will under no circumstances exceed the aggregate amounts paid by Client to POLITICO Pro during the 12 month period immediately preceding the occurrence of the claim giving rise to the liability.

Under no circumstances shall POLITICO Pro be liable to Client by reason of termination or non-renewal of this Agreement for compensation, reimbursement or damages for loss of prospective compensation, goodwill or loss thereof or expenditures, investments, leases or any type of commitment made in connection with Client's business or in reliance on the existence of this Agreement.

8. GENERAL. POLITICO Pro may assign its rights and obligations under this Agreement without Client's consent. Client may not assign its rights and obligations under this Agreement other than with the prior written consent of POLITICO Pro. This Agreement shall be binding upon the parties, their successors, administrators, heirs and permitted assigns.

This Agreement (together with the documents referred to in this Agreement) constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

None of the stipulations in this Agreement may be interpreted as constituting an association, franchise, employment, agency, partnership or mandate for any reason and for any purpose whatsoever.

No breach by Client of any provision of this Agreement shall be waived or discharged except with the express written consent of POLITICO Pro.

Should either party be unable to perform any obligation required of it under this Agreement, because of any cause beyond its control (including, but not limited to war, insurrection, riot, civil commotion, shortages, strike, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight, handlers, transportation vendors or like activities, or any other force majeure), then such party's performance of any such obligation shall be suspended for such period as the Party is unable to perform such obligation.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. ~~This Agreement shall be governed by and construed under the laws of Belgium and the jurisdiction of the Belgian courts. All notices hereunder shall be sent, by certified mail, to POLITICO Pro at Rue de la Loi 62, 6th floor, 1040 Brussels, Belgium and to Client at the mailing address provided in this Agreement.~~

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

CLIENT: Agenzia Italiana del Farmaco

Signed: _____

Name: _____

Title: _____

Email: _____

Address: _____

BILLING INFORMATION:

VAT: _____

Who will be invoiced for this Agreement?

☐ Same as above

Billing contact: _____

Billing address: _____

PO (if applicable): _____

EFFECTIVE DATE: December 3rd, 2021

TERMINATION DATE: December 2nd, 2023

APPENDIX A

POLITICO Pro SUMMARY OF SERVICES

- Individual, customized access to POLITICO Pro's minute-to-minute coverage from our policy reporting team and daily and/or weekly newsletters.
- Password access to the secure and encrypted POLITICO Pro platform which hosts Pro's policy reporting archives, an interactive database, legislative calendar, DataPoint and monitoring and tracking functionalities.

POLITICO Pro Service Terms

Please insert your initials in the _____ spaces provided below:

_____ **POLITICO Pro Access:** Client will have access to the EU legislature and for the policy reporting areas selected below for **5 Users** based in the offices of the Agenzia Italiana del Farmaco, in Italy:

Pro Europe Policy Reporting Areas:
Health Care Trade

_____ **POLITICO Pro Rate:** Rates are based on number of Users and policy reporting area(s) and legislature(s) indicated above and are subject to change with the addition of Users and/or policy reporting areas and/or legislatures. Rates do not include applicable VAT.

Standard Annual Rates	Preferred Annual Rates
Year one: 18,133€ Year two: 19,039€	<u>Year one: 7,900€</u> <u>Year two: 8,137€</u>

The Preferred Rates offer is valid through 31/12/2021.

The rate to add Users to the above specified services and policy reporting areas throughout this Agreement term is 1,603€ per User.

_____ **Service Limitations:** This Agreement does not permit forwarding of POLITICO Pro content (i.e., newsletters, articles, email alerts) externally or to non-Users within the Client's organization. This Agreement expressly excludes auto forwarding and manually forwarding POLITICO Pro content, and posting POLITICO Pro content on any website or intranet. Finally, users may not share their individual login and password with others.

_____ **Access to the DataPoint Content:** Notwithstanding the above, Client is permitted to forward, re-purpose, and post on their website/intranet DataPoint content, including charts, graphics, and presentations produced by Politico Pro, but not any other content.

_____ **Invoicing:**
The Preferred Annual Rate for Year one will be invoiced in full upon execution of this Agreement.
The Preferred Annual Rate for Year two will be invoiced in full on December 1st, 2022.