

AGREEMENT

AIFA and IQVIA LTD

22nd April 2022



[AIFA]

SFDC Ref: 2843574

PREPARED FOR: AGENZIA ITALIANA DEL FARMACO
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00187 ROMA
ITALY

PREPARED BY: IQVIA LTD.
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PADDINGTON
LONDON W2 1AF
UNITED KINGDOM

RESTRICTION ON DISCLOSURE STATEMENT

All technical, financial, cost, and pricing information in this document is confidential and shall be used only for AGENZIA ITALIANA DEL FARMACO evaluation purposes or for purposes of performing any agreement entered into as a result of this document. Receipt of this document acknowledges acceptance of this Restriction on Disclosure Statement.

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The information herein is provided "AS IS" without warranty of any kind, express or implied. Information herein may be superseded by applicable contract and/or technical documents.

This proposal is valid for 30 days.

No agreement or obligation regarding this proposal will exist until a written contract has been fully executed.

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I. Confidentiality Statement

This document is for the exclusive use of CLIENT (as defined below) and may not be reproduced in any form without the consent of IQVIA Ltd.

The information contained in this Agreement is confidential and may not be divulged to any other party without the consent of IQVIA Ltd.

II. Background

The objective of this document (the "Agreement") is to provide an agreement between AGENZIA ITALIANA DEL FARMACO ("CLIENT") and IQVIA Ltd. ("IQVIA"), for the provision of the services set out in Section IV ("Information Services").

III. Terms and Conditions

This Agreement will be effective from the last date of signature below or, if earlier, from the first date on which any of the Information Services are provided.

Any new or additional services not covered by this Agreement will be charged and invoiced separately, at prices mutually agreed by IQVIA and CLIENT on a case by case basis.

This Agreement is made pursuant to and incorporates the IQVIA Information Services Standard Terms and Conditions provided in Appendix A.

This Agreement is independent from all existing contracts, relating to the Information Services.

Amending provisions:

5. TERM / TERMINATION:

Notwithstanding the foregoing, this Agreement shall automatically expire following delivery of the Information Services, and the auto-renewal provisions contained in Paragraph 5 of the IQVIA Information Services Standard Terms and Conditions shall not apply

This Agreement is independent from all existing contracts, relating to the Information Services.

IV. Information Services

IQVIA will supply the Information Services set out below in this Section IV, to CLIENT:

International MIDAS Data

MIDAS SUBSCRIPTION: MIDAS APIMOL Ad-Hoc

CONTRACT DATES: One-shot delivery in May 2022

FORMAT: Excel

MARKET DEFINITION: top 24 Molecules

GEOGRAPHIES: Italy, Spain, Germany, France, UK, Netherlands, Belgium, Portugal, Poland, Austria + tot. Europe

TIME PERIODS: from CY 2021 to CY 2014

DELIVERY SCHEDULE: Once in May 2022

MEASURES: USD MNF, EUR MNF, UNITS, STANDARD UNITS, COUNTING UNITS

ATTRIBUTES: *Country, Sector, Corporation, Manufacturer, Molecule, Molecule List, ATC4, NFC123, International Product, International Strength, International Pack, International Pack Size, Volume, Estimated date of protection, Protection, Name Type, Launch Status, Pre/Post Protection Expiry, Licensing, Molecule Patent Expiry, Biologic Molecule, Biologic Product, Biocomparable Product, Biocomparable Reference Product*

DATA

- LIST PRICE: € 34.995
- **FINAL PRICE: € 33.017**

ITALY ANALYST ACTIVITIES 5-man days

- LIST PRICE: € 7.400
- **FINAL PRICE: € 6.982**

TOTAL INVESTMENT (DATA + ITALY ANALYST ACTIVITIES): € 39.999

IVa. Service Provision

No Service Provision

V. Financial Terms

Invoice(s) in respect of the Information Services will be issued in USD by IQVIA Ltd. in May 2022.

Agenzia Italiana del Farmaco agrees to settle the invoice(s) within thirty (30) days of invoice date.

VI. Authorisation To Proceed

On behalf of IQVIA

Name Stephen Boyce
 Title Vice President, GMI, Sales
 Signature  Stephen Boyce
 Date May 5, 2022

I approve this document
 May 5, 2022 | 11:53:54 PM JST

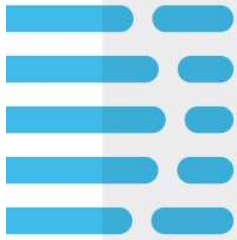
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On behalf of IQVIA

Name _____
 Title _____
 Signature _____
 Date _____

On behalf of << Agenzia Italiana del Farmaco >>

Name _____
 Title _____
 Signature _____
 Date _____



APPENDICES

[AIFA]

22nd April 2022



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Appendix 1 IQVIA INFORMATION SERVICES STANDARD TERMS AND CONDITIONS

IQVIA INFORMATION SERVICES STANDARD TERMS AND CONDITIONS

1. SCOPE:

These IQVIA Information Services Standard Terms and Conditions ("STCs") alone or together with the IQVIA Order Form ("Order Form") or the IQVIA Proposal ("Proposal"), and any Schedules appended hereto constitute the agreement between IQVIA and Client ("Agreement").

The supply of IQVIA data, information, documentation, software, analysis, applications, solutions and/or consultancy services, together being defined as "Information Services" shall be subject to IQVIA's acceptance of the signed Order Form or Proposal or Client's payment of the invoice.

2. FEES / PAYMENT / DELIVERY:

- (a) The fees and expenses due by Client are indicated in this Agreement or the invoice ("Fees"). Unless otherwise indicated in this Agreement, Client shall pay each invoice within thirty (30) days of the date of each invoice. Where different services are involved, in no event shall Client deduct or off-set any amount(s) against any amount(s) owed to IQVIA without IQVIA's prior written consent. If Client fails to pay Fees when due, IQVIA may charge in addition to the invoiced amount, interest at a rate equal to the discount rate charged by the central bank of the billing currency plus 5% (five percent) per annum on the unpaid balance beginning thirty-five (35) days from the date of the invoice until such amounts are paid.
- (b) In addition to the Fees, Client shall have the exclusive responsibility for and agrees to pay all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies or other governmental charges now in force or enacted in the future, except for taxes based on IQVIA's income.
- (c) Unless otherwise specified in this Agreement, all Fees are subject to change. Price changes shall be communicated to Client at least one hundred (100) days prior to the date of application of the new price unless otherwise indicated in this Agreement. Additional Information Services requested by Client during the term of this Agreement shall be invoiced at the rates applicable when requested.
- (d) If IQVIA has elected to provide Information Services prior to the formal signature of these STCs, acceptance of delivery of the Information Service by Client shall constitute acceptance of these STCs without any additional signature of this Agreement being necessary to prove such acceptance.

3. RIGHTS:

IQVIA hereby grants to Client a non-exclusive and non-transferable licence to use the Information Services selected by Client and provided by IQVIA (and exclusively at the site(s) authorised in this Agreement).

For each copy of the Information Services ordered by Client from IQVIA, the licence will permit the following:

- (a) use of Information Services for Client's own direct benefit and use. Reasonable quantities of the information or data may be copied or transferred by Client for Client's internal use in connection with the use of the Information Services (any information or data copied by Client or used in the creation of derivative works shall include any copyright and proprietary notices provided by IQVIA with such information or data remaining subject to these STCs);
- (b) use of the documentation in support of Client's use of the Information Services. Reasonable quantities of the documentation may be used by Client in developing materials for Client's internal use in connection with the use of the Information Services; and
- (c) making of one copy of the software or computerised information and data for Client's backup purposes (such copy shall contain the restrictive and proprietary legends that appear on the Information Services contained on the original copies provided by IQVIA).

Where Client receives any update of software, Client shall destroy all prior original copies of, and all backup copies of such originals. This obligation does not apply where Client receives a mere add-on. IQVIA does not grant, and Client does not receive, any title or other interest in any Information Services, except for those rights explicitly granted within this Agreement.

In the event Client provides IQVIA with feedback or suggestions in respect of the Information Services, Client agrees that IQVIA shall retain sole and exclusive ownership in said Information Services, as currently existing or modified over time, unless otherwise agreed in writing by IQVIA in advance.

4. RESTRICTIONS:

Client may not:

- (a) assign or transfer, in whole or in part, this Agreement or the Information Services to any other legal or natural person or for any use at a site other than the site(s) authorised in this Agreement;
- (b) allow the use of a copy of the software or computerised information by more than one user unless Client has purchased a multiple and/or regional user licence, where applicable. Each user must be an employee of Client unless IQVIA agrees otherwise in writing;
- (c) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by IQVIA;
- (d) make the Information Services available outside the licenced site;
- (e) sub-contract, sub-license, distribute, disclose or transfer the Information Service, in whole or in part, to any third party, without the express written consent of IQVIA or the signature by Client of the IQVIA Third Party Access Agreement, where applicable. Any attempt to assign, transfer, sub-contract or sub-license by Client without such consent shall be void;
- (f) use the Information Services after any termination by IQVIA of any licence granted under this Agreement, due to a non-compliance of Client with these STCs; or
- (g) disclose any Information Services to any third party without IQVIA's prior written consent. Subject to the foregoing, and in accordance with IQVIA's then current guidelines, Client shall (i) ensure that any publication of the Information Services or any part thereof shall be accurate and not misleading, (ii) cite all appropriate universes, measures, caveats and assumptions upon which the information is based, and (iii) cite IQVIA as the source of such information.

5. TERM / TERMINATION:

Unless otherwise indicated in this Agreement, the initial term shall be for one (1) year commencing on the date of entry into force of this Agreement. This Agreement 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:

- (i) at least six (6) months prior to the end of the initial term or any subsequent twelve (12) month period; or
- (ii) within thirty (30) days after the mailing of any price increase for the Information Services (not applicable where this Agreement sets out a fixed Fee); in such case, the termination shall be effective as from the date upon which the new price is applicable.

Client shall pay all Fees relating to the Information Services provided by IQVIA for the period prior to and including the notice period.

Paragraphs 2, 3, 4, 6, 7 and 10 shall survive termination or expiration of this Agreement. This Agreement may be terminated upon forty five (45) days' notice by either party (except in the case of Force Majeure), if the other party commits a material breach of this Agreement and fail to remedy such breach within this notice period. This Agreement may be terminated by a party immediately where confidentiality or copyright provisions are breached by the other party or in the case of insolvency of the other party. In the event that this Agreement is terminated for any of the reasons above, Client shall, without prejudice to any other rights of IQVIA, pay IQVIA all such amounts owed to IQVIA until the date of termination of this Agreement. In addition, IQVIA shall have the right in such circumstances to off-set any amounts owed to it against any pre-payments made by Client in respect of the Information Services.

IQVIA shall provide at least three (3) months' notice of termination in the event IQVIA elects to no longer provide an Information Service to the market (and if applicable, Client shall then receive a pro-rata refund of any Fees for the terminated Information Service not supplied to Client and already paid to IQVIA).

6. **CONFIDENTIALITY:**

- (a) IQVIA agrees not to communicate or provide to any third party, any confidential information provided by Client (e.g. Client definitions of competitive markets), unless otherwise mandated by judicial or regulatory requirements.

This sub-paragraph 6(a) does not apply to any information which:

- i. is in IQVIA's possession prior to the date of this Agreement and not already covered by a confidentiality obligation; or
 - ii. is without obligation of confidentiality prior to its disclosure; or
 - iii. came to be in the public domain without breach by IQVIA of its obligations under this Agreement.
- (b) Client acknowledges and agrees that Information Services are confidential to IQVIA. Client shall not disclose or provide to any third party the whole or any part of the Information Services or other confidential information of IQVIA, except as expressly provided under this Agreement or otherwise as expressly permitted by IQVIA in writing. Client agrees to treat the Information Services as confidential, using at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care.

The parties' respective confidentiality obligation described hereabove shall continue for a period of five (5) years following expiration or termination of this Agreement.

7. **LIMITED WARRANTY / LIMITATION OF REMEDIES AND LIABILITY:**

The warranties and representations stated in this Agreement are exclusive, and in lieu of all other warranties, terms and conditions, express or implied. IQVIA warrants that it shall supply the Information Services with all reasonable skill and care.

The Information Services are provided on an "as is" basis without any further warranties of any kind. IQVIA does not warrant that the Information Services shall meet the present or future needs or objectives of Client and Client assumes sole responsibility for the use, selection, and suitability of the Information Services to its needs and objectives. In addition, IQVIA shall not be liable for any expressions of opinion, evaluations or forecasts contained within the Information Services. Where the Information Services are based on information provided by Client or a third party, IQVIA shall be entitled to assume that such information is accurate. Furthermore, Client warrants that it has full rights to supply to IQVIA any electronic file, database, data and/or other information transferred to IQVIA in connection with the performance of the Information Services. IQVIA shall be liable for the inaccuracy, incompleteness or late delivery of any Information Services, only when such inaccuracy, incompleteness or late delivery is the direct result of IQVIA's wrongful act. To the fullest extent permitted by law, IQVIA does not accept or assume responsibility to any person other than Client for any matter contained in or referred to in the Information Services or for any reliance placed on the information contained in the Information Services by any person other than Client.

IQVIA's liability for any claim arising out of or in connection with this Agreement shall be limited as follows:

- (a) IQVIA shall not be liable for any incidental, consequential or special damages, including but not limited to, lost business or anticipated savings, lost profits or third-party claims, whether foreseeable or not, even if IQVIA has been advised, knew or should have known of the possibility of such damages; and
- (b) IQVIA's total liability, if any, shall not exceed the total Fees (excluding VAT) paid by Client under this Agreement over the last twelve (12) months for the specific Information Service alleged to have caused the damage.

8. **FORCE MAJEURE:**

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

9. **DATA PROTECTION:**

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

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

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

Client agrees that any Personal Data relating to Client's employees, consultants and agents provided to IQVIA in connection with the performance of Information Services may be processed by IQVIA in connection with the administration and provision of Information Services, and to identify and inform Client (including Client's employees, consultants and agents) of additional IQVIA services which may be of interest to them.

10. **MISCELLANEOUS:**

Without prejudice to Paragraph 1 above, this Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement, and supersedes all prior drafts, order forms or proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral, and each party acknowledges that it has not relied upon any of the same. This Agreement shall constitute the sole applicable terms for the supply by IQVIA of the Information Services and no other conditions (such as general terms of purchase of Client) shall be applicable. For the avoidance of doubt, should IQVIA in its discretion accept the issuance of purchase orders, purchase order numbers or similar procedures at Client's request, this shall be solely for the administrative convenience of Client and any such documents or procedures shall not form part of this Agreement or affect any of the obligations of the Parties. This Agreement is not intended to benefit any third party. Client shall not without the prior written consent of IQVIA assign, transfer or otherwise delegate in whole or in part the benefit of or the rights under this Agreement. IQVIA shall be entitled to transfer, assign or sub-contract any or all of its rights/and or obligations under this Agreement to an affiliate or subsidiary company or to any purchaser of its business. No amendments or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing by authorised representatives of IQVIA and Client. 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 any part), or the right of either party thereafter to enforce each provision in accordance with the terms of this Agreement. All notices required pursuant to this Agreement shall be sent in writing by first class or registered mail to the address set out herein. If any provision of this Agreement is held to be invalid or unenforceable by a judicial or regulatory authority, the remainder shall not be affected and this Agreement shall be carried out as nearly as possible according to its original terms and intent. In the event of any discrepancies between the Order Form or the Proposal and these STCs, the former shall prevail. This Agreement shall be governed by the laws of England. In the event of a dispute over its interpretation or execution, the courts of London, England shall have non-exclusive jurisdiction.