

## **PHARMADEALS LIMITED INFORMATION SERVICES STANDARD TERMS AND CONDITIONS**

### **1. Scope:**

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

The supply of PHARMADEALS LIMITED data, information, documentation, software, analysis, applications, solutions and/or consultancy services, together being defined as "Information Services" shall be subject to PHARMADEALS LIMITED'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"). The Client shall pay each invoice within the period of time indicated in the Order Form or invoice or if no time is specified, 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 PHARMADEALS LIMITED without PHARMADEALS LIMITED's prior written consent. If Client fails to pay Fees when due, PHARMADEALS LIMITED 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 PHARMADEALS LIMITED'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 PHARMADEALS LIMITED 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:**

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

For each copy of the Information Services ordered by Client from PHARMADEALS LIMITED, 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 PHARMADEALS LIMITED 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 PHARMADEALS LIMITED).

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

(c) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by PHARMADEALS LIMITED;

(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 PHARMADEALS LIMITED or the signature by Client of the PHARMADEALS LIMITED 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 PHARMADEALS LIMITED 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 PHARMADEALS LIMITED's prior written consent. Subject to the foregoing, and in accordance with PHARMADEALS LIMITED'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 PHARMADEALS LIMITED 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 PHARMADEALS LIMITED 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 fails 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 PHARMADEALS LIMITED, pay PHARMADEALS LIMITED all such amounts owed to PHARMADEALS LIMITED until the date of termination of this Agreement.

PHARMADEALS LIMITED shall provide at least three (3) months notice of termination in the event PHARMADEALS LIMITED 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 PHARMADEALS LIMITED).

#### **6. Confidentiality:**

(a) PHARMADEALS LIMITED 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 PHARMADEALS LIMITED'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 PHARMADEALS LIMITED of its obligations under this Agreement.

(b) Client acknowledges and agrees that Information Services are confidential to PHARMADEALS LIMITED. Client shall not disclose or provide to any third party the whole or any part of the Information Services or other confidential information of PHARMADEALS LIMITED, except as expressly provided under this Agreement or otherwise as expressly permitted by PHARMADEALS LIMITED 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 here above 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. PHARMADEALS LIMITED 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. PHARMADEALS LIMITED 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, PHARMADEALS LIMITED 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, PHARMADEALS LIMITED shall be entitled to assume that such information is accurate. Furthermore, Client warrants that it has full rights to supply to PHARMADEALS LIMITED any electronic file, database, data and/or other information transferred to PHARMADEALS LIMITED in connection with the performance of the Information Services. PHARMADEALS LIMITED 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 PHARMADEALS LIMITED's wrongful act. To the fullest extent permitted by law, PHARMADEALS LIMITED 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.

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

(a) PHARMADEALS LIMITED 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 PHARMADEALS LIMITED has been advised, knew or should have known of the possibility of such damages; and

(b) PHARMADEALS LIMITED'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 PHARMADEALS LIMITED is prevented from providing the Information Services by a Force Majeure event, PHARMADEALS LIMITED 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 terms "Personal Data", "Data Controller", "Data Processor", "Processing" and "Data Subject" are as defined by the European Data Protection Directive 95/46/EC and applicable national data protection legislation ("Applicable Legislation").

By entering into this Agreement, Client agrees that any Personal Data relating to Client's employees, consultants and agents provided to PHARMADEALS LIMITED in connection with this Agreement may be processed by PHARMADEALS LIMITED for the following purposes:

(a) administration and provision of the Information Services, including support, maintenance and billing of the Information Services;

(b) to identify and inform Client, whether by mail, telephone, facsimile, electronic mail, or by other means of communication, of additional PHARMADEALS LIMITED products and services, which may be of interest to Client.

This Personal Data may also be shared for these purposes within the wider PHARMADEALS LIMITED Group of Companies, including with those based in countries outside the European Union, such as the United States. In this case, the PHARMADEALS LIMITED Group of Companies shall apply company data protection policies and procedures and keep the data secure and confidential, although the importing countries may not provide statutory protections for personal information equivalent to those found within the European Union.

Client shall obtain any necessary consents from its employees, consultants and agents to the Processing of their Personal Data as outlined above. If Client, its employees, consultants or agents do not wish to receive marketing communications from PHARMADEALS LIMITED or that their Personal Data be transferred to other PHARMADEALS LIMITED Group Companies for marketing purposes, they should contact PHARMADEALS LIMITED Service Centre at 210 Pentonville Road, London N1 9JY, UK, or e-mail [optout@imshealth.com](mailto:optout@imshealth.com). Client's employees, consultants and agents have a right to access and correct their Personal Data Processed pursuant to this Agreement.

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 PHARMADEALS LIMITED 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 PHARMADEALS LIMITED 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 PHARMADEALS LIMITED assign, transfer or otherwise delegate in whole or in part the benefit of or the rights under this Agreement. PHARMADEALS LIMITED 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 PHARMADEALS LIMITED 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 and Wales. In the event of a dispute over its interpretation or execution, the courts of London, England shall have non-exclusive jurisdiction.

**PharmaDeals Limited,  
210 Pentonville Road, London N1 9JY,  
England, UK  
Company Reg. No. 04381898 ("PHARMADEALS LIMITED")**