

Platform End User License Agreement

This Platform End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and IQVIA ("**Company**"). This Agreement governs your use of this IQVIA Study Hub platform (including all related documentation, the "**Platform**"). The Platform is licensed, not sold, to you. BY USING THE PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS AND/OR USE THE PLATFORM.

1. License Grant. Subject to the terms of this Agreement, Company grants you a personal, limited, non-exclusive and nontransferable license to:

(a) use the Platform for your personal, non-commercial use on a single mobile device and watch provided to you ("**Mobile Devices**") or via a web browser at <https://digital.PSP.solutions.iqvia.com> for patients and at <https://virtualtrials-pi.solutions.iqvia.com> for Investigators, strictly in accordance with the Platform's documentation; and

(b) access, stream, download and use on such Mobile Device or web browser the Content and Services (as defined in **Section 5**) made available in or otherwise accessible through the Platform, strictly in accordance with this Agreement and the Terms of Use [link to: <https://www.iqvia.com/about-us/terms-of-use>] applicable to such Content and Services as set forth in **Section 5**.

2. License Restrictions. Licensee shall not:

(a) copy the Platform, except as expressly permitted by this license;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Platform;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform or documentation, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time.

(f) Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Platform; or

(g) Upload or introduce any virus or malware to the Platform.

As a registered user of the Platform, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else, and must not use, or attempt to access or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Company of any unauthorized use of your Account or any other breach of security. Company shall not be responsible for any losses arising out of unauthorized use of your Account. You are responsible for keeping your account login credentials (user name and password) confidential and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your end user data.

3. Reservation of Rights. You acknowledge and agree that the Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Platform, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you use the Platform, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Platform. You also may be required to provide certain information about yourself as a condition to use the Platform or certain of its features or functionality. All information we collect through or in connection with this Platform is subject to our Privacy Policy. By using and providing information to or through this Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Content and Services. The Platform may provide you with access to a Company website or websites (the "**Website(s)**") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Platform may be

hosted on such Website(s) (collectively, "**Content and Services**"). Your access to and use of such Content and Services maybe subject to such additional terms and conditions as may be posted on such Website(s), which terms and conditions are deemed incorporated herein by this reference. Any violation of such terms and conditions will also be deemed a violation of this Agreement.

6. Geographic Restrictions. The Content and Services are based in the state of North Carolina in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

7. Updates. Company may from time to time in its sole discretion develop and provide Platform updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your settings, when your Tablet Device is connected to the internet either:

(a) the Platform will automatically download and install all available Updates;
or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Platform or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

8. Third Party Materials. The Platform may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions. Portions of the Platform may be subject to third party and/or open source software licenses.

9. Term and Termination.

(a) The term of Agreement commences when you access, for the first time, the Platform and will continue in effect until terminated by you or Company as set forth in this **Section 9**.

(b) You may terminate this Agreement by ceasing use of the Platform and if you were issued a Tablet Device, returning such Tablet Device.

(c) Company may terminate this Agreement at any time without notice if it ceases to support the Platform, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;
and

(ii) you must cease all use of the Platform and if applicable, return your Tablet Device and your account will be deactivated.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE PLATFORM IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PLATFORM.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement. Furthermore, you agree that IQVIA assumes no responsibility for the content you submit or make available through this Platform.

13. Export Regulation. The Platform may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any

necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Platform available outside the US.

14. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in Raleigh, North Carolina. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

19. IQVIA is entitled to transfer its rights and/or obligations under this Agreement to a third party without your prior written consent.