Permitted Use Definition	Permitted Use of IQVIA Data: Vendor may have access to and use IQVIA Data specified in the TPA Limited License Agreement solely on behalf of Client:	Definitions:	Activities Not Authorized by This Permitted Use Definition: The following activities are not authorized by this Permitted Use Definition:
Brand Assessment	 Identify specific prescription products marketed within a therapeutic class and/or classes of products currently prescribed; Measure product sales of Client's brand, alone or versus competitors in the same therapeutic class; Assess current physician prescribing practices; Assess market share impact of new generic launches. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. 	1. <u>Customers</u> : means Prescribers or Purchasing Organizations, or both. 2. <u>Prescribers</u> : means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. <u>Purchasing Organizations</u> : means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	
Call Planning	1. Plan personal and non-personal sales contacts, marketing efforts, sampling activity, or other sales, market access and marketing activities from Client to Purchasing Organizations; provided no IQVIA Data shall be reported at a level which is more identifiable than reported by the IQVIA Data. 2. Identify Prescriber eligibility for promotional for various channels based on the business rules provided by the Client 3. Facilitate review and refinement of call plans by various Client personnel in the home office or field 4. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. In addition to developing call plans by Vendor, Vendor may make IQVIA Data available in a Vendor software application which performs any Call Planning processes or field review and refinement described above; provided, however, such software is only available for use by or for the benefit of Client when IQVIA Data is included ("Vendor Application").	 Customers: means Prescribers or Purchasing Organizations, or both. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 	1. No IQVIA Data may be used, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement. 2. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data 3. Vendor is prohibited from directly communicating with any Prescribers identified in the IQVIA Data.

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Claims Process and Rebates	 Provide rebate claims analysis to identify potential overbillings. Track co-pay cards and report on their redemptions. Vendor provider will use IQVIA Data to analyze the effectiveness of the co-pay programs on prescription sales. 		1. No IQVIA Data may be used, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement. 2. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or
			individuals which is not explicitly identified in the IQVIA Data 3. Vendor is prohibited from directly communicating with any Prescribers identified in
			the IQVIA Data.
Competitive Intelligence Assessment	1. Determine the respective market shares of competitors in a particular country or countries;		
	2. Analyze drug pipelines including establishing specific phases of product development;		
	3. Establish timeframes for when specific products come off patent across various countries; and		
	4. Ascertain how much competitors of the Client spend on promotional activities for a particular product in a given country or countries.		

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Compliance & Persistence Analysis	 Perform retrospective and prospective studies aimed at identifying anonymized patient prescription drug refill patterns specific to Client's drug(s) and any variability (e.g. dosage, strength) therein; Detect brand switching patterns triggered by changes in anonymized patient diagnosis. For example, if Client's drug can be used to treat both major depression disorder and bipolar disorder, a Client may seek to analyze IQVIA Data to understand if an anonymous patient's persistency for a drug varies with his diagnosis. Track and/or measure anonymized patient adherence to prescribing instructions within a reasonable and defined period (e.g. typically a minimum of two fillings of a medication is needed to calculate a medication possession ration). 	1. Compliance & Persistence Analysis: Analysis of data to identify variations in Compliance and Persistence and understand the effects of those variations on health outcomes. These studies primarily leverage a combination of APLD Rx data (longitudinal data) and Medical Data (Dx data). The objective of this analysis is to identify the population from which a sample should be drawn. While the definition of study objectives, which drive the variables of subjects being analyzed/measured are traditionally provided by the researcher and/or reviewer of the study, said objectives should be adequately/clearly defined including a full description of the data source e.g. prescription claims database, disease registries. 2. Persistence: means measurements over time when an anonymous patient continued to fill a prescription until he discontinued refilling said prescription. The time frame for the data set needs to be described and the length of the study should be clearly established so as to afford IQVIA the opportunity to validate the appropriateness of the study period in relation to the objectives. 3. Compliance: means product adherence, which seeks to measure any gaps related to medication availability/possession. Compliance is a control variable used to explain variations in outcomes of anonymous patients. It seeks to answer the question: Has the anonymized patient used the drug as instructed?	

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Contract Sales Organization	1. in connection with its performance of a Contract Sales Organization analysis to assess Prescriber demographics and prescribing patterns for purposes of providing internal reporting supporting a field sales force deployed by Vendor to provide product detailing and promotional activities relating to one or more Client products.	1. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed to patients.	1. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement. 2. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, for the purpose of Vendor establishing a panel or group of Prescribers to be used for any purposes or services other than with respect to this Permitted Use Definition. 3. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, for the purpose of Vendor inputting into any other CRM system outside the Client's own proprietary
Contract Strategy	1. review and evaluate IQVIA Data to inform and support the	Contract Strategy: refers to strategies, goals,	CRM system.
	development of Contract Strategy; 2. conduct analysis of IQVIA Data in support of the administration, implementation, and/or performance monitoring of Contract Strategy.	strategic relationships, and initiatives pertaining to Client's pharmaceutical contracting and contract management infrastructure and/or practices.	

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Corporate Portfolio Analysis	 defining or assessing the size of a particular market or therapeutic class; determining actual or potential market share and assessing current market dynamics; identification of trends and historical growth rates in the markets or therapeutic classes of Client's existing product line; identification and analysis of actual or potential distribution methods/arrangements for Client's product line; assessing sales force effectiveness and identifying sales force redundancies; optimizing the marketing plans for a particular product, territory, etc., performing an analysis relating to optimizing contracting strategy, or development/optimization of similar strategic plans to support the Client's current product line; and identification of other opportunities for cost reduction or sales or profitability growth within the Client's current product line. 	1. Corporate Portfolio Analysis: means the analysis of the full range or segments of the product line manufactured or distributed by the Client, for the purpose of assessing whether those products are performing well and generating a profit, and to identify opportunities for profit growth within the existing product line. Such analysis may include assessments of entire therapeutic classes or product types, market shares, sales volumes, potential market strengths and opportunities, and distribution and trade coverage models.	 Any market forecasting for products, markets, or therapeutic classes not relevant to Client's current product line. Any analysis which would result in the identification or isolation of information associated with any entities or individuals (e.g., prescribers, patients) not explicitly identified in the IQVIA Data. Any analysis which would result in the identification of methodologies or processes used to produce the IQVIA Data. Any disclosure of IQVIA Data to third parties, including but not limited to governmental agencies, and/or any disclosure of IQVIA Data in connection with any arbitration, litigation, administrative hearing, government investigation, or any other statutory, regulatory or dispute resolution process. Any publication or other public disclosures of IQVIA Data.

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CRM	1. Application Hosting: Vendor may host Information on behalf of Client in connection with the provision of Application Hosting services to Client. Hosting of Information authorizes the following: (i) installing a copy of Information on Vendor's computer system for use with the Application Software; (ii) temporarily reading a copy of Information into computer memory for use with the Application Software; (iii) delivering Information back to Client through use of the Application Software; (iv) storing Information for Client's use with the Application Software; and (v) making archival copies of the Information in connection with Vendor's routine archival copy practices of its computer systems provided archival copies are used solely for that purpose. At all times, Vendor may only install, copy or store Information in computer readable form that is secured for use or access solely for the benefit of Client. 2. SaaS Application: Vendor may host Information on behalf of Client in connection with the provision of SaaS Application services to Client. Hosting of Information authorizes the following: (i) installing a copy of Information authorizes the following: (i) installing a copy of Information into computer memory for use with the Application Software; (ii) temporarily reading a copy of Information into computer memory for use with the Application Software; (iii) delivering Information back to Client through use of the Application Software; (iv) storing Information for Client's use with the Application Software; are used solely for that purpose. At all times, Vendor may only install, copy or store Information in computer readable form that is secured for use or access solely for the benefit of Client. 3. Application Implementation – Client Offices: Vendor may have access to and use Information in connection with the installation, configuration and testing of the Application Software on behalf of Client. Access to and use of Information authorizes the following: (i) installing a copy of Information on Client's com	1. Application: refers to a CRM service. 2. Application Software: refers to CRM Software. 3. Application Hosting: refers to a service in which Client owns or licenses Application Software and data and retains Vendor to (a) install the Application Software on Vendor's computer system; (b) manage administrative tasks associated with the operation of the Application Software; (c) host data used by the Application Software; and (d) make the Application Software and data available to Client essentially the same as it would be implemented if hosted at Client's offices. Application Hosting includes hosting through physically dedicated servers for Client, virtual servers or through a cloud infrastructure, but excludes hosting in conjunction with SaaS Application services, as applicable. 4. Application Implementation – Client Offices: refers to a service in which Client retains Vendor to implement (i.e., plan, install, configure and test) Application Software on Client's computer system at a Client office and load data (i.e., install and test) for use with the Application Software. 5. Application Implementation – Non-Client Offices: refers to a service in which Client retains Vendor to implement (i.e., plan, install, configure and test) the Application Software on Vendor's or other vendor's computer system and load data (i.e., install and test) for use with the Application Software on that computer system.	1. No Information may be used, directly or indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property; provided, however, that Vendor may perform Client Specific Matching only to the extent that it is for the sole benefit of Client and does not otherwise enhance, improve, update, validate, create, develop, benchmark or have any similar effect on Vendor's data, information, technology, methodology or other intellectual, proprietary or intangible property. 2. No Information may be used, directly or indirectly, to cleanse, correct, match, deduplicate, or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property except for the sole benefit of Client in connection with the Permitted Use within an instance of the Application Software that is secured for use or access solely for the benefit of Client ("Client Specific Matching"). Subject to the limitations set forth above and elsewhere in this TPA Limited License Agreement, the Information may be used for Client Specific Matching. 3. Other than as set forth in Section 5 below, Vendor may not download, print, copy, transfer or otherwise remove Information from Client's systems or local instance (whether that local instance is hosted by Vendor or a third party cloud provider) except as necessary in order to make such Information available for use solely by Client as part of Client's Application, and in no

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	Software; (ii) using Information for purposes of configuration and testing of the Application Software; and (iii) temporarily reading a copy of Information into Vendor computers or devices connected to Client computers for purposes of installing Information on Client's computer system for use with the Application Software. 4. Application Implementation – Non-Client Offices: Vendor may have access to and use Information in connection with the installation, configuration and testing of the Application Software on behalf of Client. Access to and use of Information authorizes the following: (i) installing a copy of Information on the computer system of the provider of Application Hosting services or SaaS Application services, as the case may be (the "Application Vendor"), for use with the Application Software; (ii) using Information for purposes of configuration and testing of the Application Software; and (iii) temporarily reading a copy of Information into Vendor's computers or devices connected to the Application Vendor's computers for purposes of installing Information on the Application Vendor's computer system for use with the Application Software. At all times, Vendor may only install, copy or store Information in computer readable form that is secured for use or access solely for the benefit of Client.	but not limited to delivery of reports to sales representatives, call reporting and contact management, and may include applications for presentations to and communications with clients. 8. Information: includes any Data and Documentation, whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e.,	event shall Information be (a) downloaded to laptops/desktops except to an authorized Vendor employee password-protected laptop/desktop that is equipped with encryption technology preventing access except by the individual authorized Vendor employee or (b) downloaded to any portable media device (e.g., CD, DVD, flash drive, smart phone, etc) except as part of a deliverable to Client. 4. Vendor may not hold any Information for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between Information and any other data). All Information will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other platform in which the Information, or any data or information derived in whole or in part therefrom, are made available to any party other than Client for the Permitted Use or used for the benefit of any other party or for any other purpose. 5. Access to the Information shall be restricted to employees of Vendor who need to access such Information in connection with the Permitted Use set forth above in this TPA Limited License Agreement, which shall include employees of Vendor who need to access Vendor's Products and Services in order for Vendor to provide support, consulting or other services to Client solely in connection with the Permitted Use set forth above in this TPA Limited License Agreement ("Client Support Services"), or to the extent such access is requested by Client in writing to IQVIA for the purpose of discussing

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			product functionality or requested enhancements, solely in connection with the Permitted Use set forth above in this TPA Limited License Agreement ("Approved Client Discussions").
			6. Vendor shall designate an individual(s) within its organization who shall have primary responsibility for implementing and monitoring the appropriate controls to ensure compliance with the Agreement and this TPA Limited License Agreement. Vendor shall provide appropriate communications and/or training within its organization to ensure that its employees and agents are made aware of Vendor's obligations hereunder. Vendor shall promptly investigate, correct, record and report to IQVIA any instances of non-compliance with the Agreement or this TPA Limited License Agreement.

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Data Cleansing	For purposes of correcting, amending, re-formatting, removing or de-duplicating data contained within a database	 Application: refers to an MDM service. Application Software: refers to MDM Software. Client MDM Stewards: refers to the 	No Information may be downloaded into, accessed by or otherwise used in conjunction with MDM Software. No Information may be used, directly or
	employees or a data inquiries a and utilize vari tools and proce request and, ir resulting chang and/or (b) revi resolve unmate Stewards do no indirectly, cont make or sugge proprietary da	employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, make resulting changes to data controlled by Client, and/or (b) review file matching in order to resolve unmatched records. Client MDM Stewards do not and may not, directly or indirectly, contribute changes to or otherwise make or suggest modifications to Vendor's proprietary data. A Client MDM Steward may not become a Vendor MDM Steward prior to the nine-month anniversary of the last date of	indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property; provided, however, that Vendor may perform Client Specific Matching only to the extent that it is for the sole benefit of Client and does not otherwise enhance, improve, update, validate, create, develop, benchmark or have any similar effect on Vendor's data, information, technology, methodology or other intellectual, proprietary or intangible
		services as a Client MDM Steward. 4. <u>Information</u> : includes any Data and Documentation, whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e., segregated or combined with other data), and any data or information derived in whole or in part therefrom. 5. <u>MDM (master data management)</u> : refers to the (a) reconciliation of conflicting reference	indirectly, to cleanse, correct, match, deduplicate, or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property except for the sole benefit of Client in connection with the Permitted Use ("Client Specific Matching"). Subject to the limitations set forth above and elsewhere in this TPA Limited License Agreement, the Information may be used for Client Specific Matching.
		information or (b) the appending of additional reference information, relating to individuals, organizations, plans, products or alignments based on business rules selected or approved by Client, with conflicting or additional information originating from various sources, including but not limited to reference information (i) obtained by Client from sales calls; (ii) derived from	4. Vendor may not download, print, copy, transfer or otherwise remove Information from Client's systems except as necessary to engage in the Permitted Use, and in no event shall Information be (a) downloaded to laptops/desktops except to an authorized Vendor employee password-protected laptop/desktop that is equipped with encryption technology preventing access except

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		Information (e.g., the reference information embedded in national and sub-national data and other IQVIA market research offerings); or (iii) sourced from public files (e.g., National Provider ID, Drug Enforcement Administration (DEA), state license numbers) or third party providers (e.g., database licensees of the American Medical Association). 6. MDM Software: refers to software developed to provide one or more MDM services, including but not limited to data integrating, matching, merging/unmerging, de-duplicating, affiliating, changing, visualizing, stewarding, governing and analyzing. 7. Vendor MDM Stewards: refers to the employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, contribute resulting changes to Vendor's proprietary data, and/or (b) review file matching in order to resolve unmatched records.	by the individual authorized Vendor employee or (b) downloaded to any portable media device (e.g., CD, DVD, flash drive, smart phone, etc) except as part of a deliverable to Client. 5. Vendor may not hold any Information for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between Information and any other data). All Information will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other platform in which the Information, or any data or information derived in whole or in part therefrom, are made available to any party other than Client for the Permitted Use or used for the benefit of any other party or for any other purpose. 6. Access to the Information shall be restricted to employees of Vendor who need to access such Information in connection with the Permitted Use set forth above in this TPA Limited License Agreement. In no event shall Information be accessed by any employee or agent of Vendor with responsibilities involving the design or development of any of Vendor's (i) data sets or (ii) MDM Software, whether commercially offered or under development at the time of such access, that are directly or indirectly competitive with the Information accessed by Vendor (including the reference information contained therein). 7. Vendor MDM Stewards may not have access to Information. 8. Vendor shall designate an individual(s) within its organization who shall have primary responsibility for implementing and monitoring

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			the appropriate controls to ensure compliance with this TPA Limited License Agreement. Vendor shall provide appropriate communications and/or training within its organization to ensure that its employees and agents are made aware of Vendor's obligations hereunder. Vendor shall promptly investigate, correct, record and report to IQVIA any instances of non-compliance with the this TPA Limited License Agreement.
Data Comparison and Evaluation	For purposes of doing a Comparison & Evaluation of IQVIA Data with other data, including data sourced from another party, within a database accessed by Client.	1. Comparison & Evaluation: refers to comparison of the QVIA Data to the data of Client or other suppliers to evaluate which data best suits the Client's needs based on, e.g., timeliness, accuracy, sample make-up, methodologies, and suitability for purpose. Such comparison and evaluation of the IQVIA Data with the data, products, or services of other suppliers will be done in a fair and reasonable manner, using data, products, or services that reasonably reflect the therapeutic class(es) in the IQVIA Data, and in a manner that does not give any such data, products, or services of other suppliers an unfair or improper advantage over the IQVIA Data and is not purposely designed to result in an indication that the IQVIA Data are inferior to such data, products or service. The findings or conclusions regarding such test, evaluation, and/or benchmarking or comparison of the IQVIA Data will be provided to IQVIA promptly after they are available to Client.	 No IQVIA Data may be downloaded into, accessed by or otherwise used in conjunction with MDM Software. No IQVIA Data may be used, directly or indirectly, to enhance, improve, update, validate, create, develop or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property. No IQVIA Data may be used, directly or indirectly, to cleanse, correct, match, deduplicate, or perform any similar service to improve any other data, information, technology, methodology or other intellectual, proprietary or intangible property. Vendor will not, at any time during the term of this TPA Limited License Agreement or thereafter, communicate, disclose or provide to any party other than the Client, either directly or indirectly, the findings or conclusions in connection with the Comparison and Evaluation, except as expressly authorized by IQVIA in writing.

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	use IQVIA Data specified in the TPA Limited License	 Application: refers to an MDM service. Application Software: refers to MDM Software. Client MDM Stewards: refers to the employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, make resulting changes to data controlled by Client, and/or (b) review file matching in order to resolve unmatched records. Client MDM Stewards do not and may not, directly or indirectly, contribute changes to or otherwise make or suggest modifications to Vendor's proprietary data. A Client MDM Steward may not become a Vendor MDM Steward prior to the nine-month anniversary of the last date of services as a Client MDM Steward. Information: includes any IQVIA Data, 	Definition: The following activities are not authorized by this Permitted Use Definition: 1. No Information may be downloaded into, accessed by or otherwise used in conjunction with MDM Software. 2. No Information may be used, directly or indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property 3. No Information may be used, directly or indirectly, to cleanse, correct, match, deduplicate, or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property. 4. Vendor may not download, print, copy, transfer or otherwise remove Information from Client's systems except as necessary to engage in the Permitted Use, and in no event shall Information be (a) downloaded to
		whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e., segregated or combined with other data), and any data or information derived in whole or in part therefrom. 5. MDM (master data management): refers to the (a) reconciliation of conflicting reference information or (b) the appending of additional reference information, relating to individuals, organizations, plans, products or alignments based on business rules selected or approved by Client, with conflicting or additional information originating from various sources, including but not limited to reference information (i) obtained by Client from sales calls; (ii) derived from	laptops/desktops except to an authorized Vendor employee password-protected laptop/desktop that is equipped with encryption technology preventing access except by the individual authorized Vendor employee or (b) downloaded to any portable media device (e.g., CD, DVD, flash drive, smart phone, etc.) except as part of a deliverable to Client. 5. Vendor may not hold any Information for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between Information and any other data). All Information will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other

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		Information (e.g., the reference information embedded in national and sub-national data and other IQVIA market research offerings); or (iii) sourced from public files (e.g., National Provider ID, Drug Enforcement Administration (DEA), state license numbers) or third party providers (e.g., database licensees of the American Medical Association). 6. MDM Software: refers to software developed to provide one or more MDM services, including but not limited to data integrating, matching, merging/unmerging, deduplicating, affiliating, changing, visualizing, stewarding, governing and analyzing. 7. Vendor MDM Stewards: refers to the employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, contribute resulting changes to Vendor's proprietary data, and/or (b) review file matching in order to resolve unmatched records.	platform in which the Information, or any data or information derived in whole or in part therefrom, are made available to any party other than Client for the Permitted Use or used for the benefit of any other party or for any other purpose. 6. Access to the Information shall be restricted to employees of Vendor who need to access such Information in connection with the Permitted Use set forth above in this TPA Limited License Agreement. In no event shall Information be accessed by any employee or agent of Vendor with responsibilities involving the design or development of any of Vendor's (i) data sets or (ii) MDM Software, whether commercially offered or under development at the time of such access, that are directly or indirectly competitive with the Information accessed by Vendor (including the reference information contained therein). 7. Vendor MDM Stewards may not have access to Information. 8. Vendor shall designate an individual(s) within its organization who shall have primary responsibility for implementing and monitoring the appropriate controls to ensure compliance with this TPA Limited License Agreement. Vendor shall provide appropriate communications and/or training within its organization to ensure that its employees and agents are made aware of Vendor's obligations hereunder. Vendor shall promptly investigate, correct, record and report to IQVIA any instances of non-compliance with this TPA Limited License Agreement.

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Data Marts	build, create and operate a data repository (i.e., storage or hosting of data) outside of Client's infrastructure ("Data Mart").		1. Vendor may not provide interpretation or derive any insights or intelligence from, or similar use of the IQVIA Data unless explicitly authorized by an applicable Permitted Use Definition.
			2. This Permitted Use Definition does not authorize Vendor to make IQVIA Data available in any Vendor application which includes functionality or capabilities beyond the provisioning of a Data Mart.
			3. Vendor may not hold any IQVIA Data for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between IQVIA Data and any other data). All IQVIA Data will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other platform in which the IQVIA Data, or any data or information derived in whole or in part therefrom, are made available to any party other than Client in accordance with this TPA Limited License Agreement or used for the benefit of any other party or for any other purpose.
		4. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data.	

Permitted Use Definition	Permitted Use of IQVIA Data: Vendor may have access to and use IQVIA Data specified in the TPA Limited License Agreement solely on behalf of Client:	Definitions:	Activities Not Authorized by This Permitted Use Definition: The following activities are not authorized by this Permitted Use Definition:
Data Warehouse	to build, implement, configure and operate a Data Warehouse for Client's internal use and limited to the following: 1. receive IQVIA Data into the Data Warehouse solely for access and use by the Client or by Vendor on behalf of that Client; 2. organize IQVIA Data held in the Data Warehouse into discreet fields and records based on field size, field type (e.g., alpha, numeric, alphanumeric, Boolean) and content type (e.g., healthcare professional name; specialty; pharmaceutical, biotechnology or medical device product name); 3. host the IQVIA Data in a Data Warehouse solely for access and use by the Client or by Vendor on behalf of that Client; and 4. provision IQVIA Data from a Data Warehouse to: a. Client employees or computers within Client's organization; or	1. Authorized Application. An Authorized Application refers to any Computer-Based Application expressly authorized by a Permitted Use Definition and associated TPA Limited License Agreement then in effect between Vendor and IQVIA. 2. Computer-Based Application. A Computer-Based Application refers to any computer-based application developed, operated, provisioned or maintained by Vendor, including but not limited to analytics, customer relationship management (CRM), master data management (MDM), multichannel marketing, machine learning and other artificial intelligence technologies, sales forecasting, incentive compensation and content management.	 Vendor may not provide interpretation or derive any insights or intelligence from, or make similar use of the IQVIA Data unless explicitly authorized by an applicable Permitted Use Definition; provided that this clause does not preclude Vendor from enabling the Vendor Data Warehouse to create operational metrics for use by Vendor for the sole purpose of enabling the proper and efficient operation of that Data Warehouse. This Permitted Use Definition does not authorize Vendor to make IQVIA Data available in any Vendor application which includes functionality or capabilities beyond the Data Warehouse functions described in section A above.
	b. a Client's tenant on a cloud-based platform hosted by a vendor (other than Vendor) providing cloud-based hosting services to Client and that has been authorized to host IQVIA Data pursuant either to the IQVIA Policy Regarding Cloud-Based Hosting of IQVIA Data or a TPA Limited License Agreement between IQVIA and that vendor for an Authorized Application; or c. Vendor employees performing work on behalf of the Client and the use of such IQVIA Data is solely for the benefit of the Client; provided those employees are limited to those individuals who need access to IQVIA Data to perform the work expressly authorized by a TPA Limited License Agreement and associated Permitted Use Definition and each such individual is not a Restricted Individual ("Authorized Employees"); or d. an Authorized Application. Use of IQVIA Data in connection with the building, implementation and configuration of the Data Warehouse will be limited to the organizing of the IQVIA Data as described	3. <u>Data Warehouse</u> . A Data Warehouse is an information technology that collects data from one or more applications within a client organization to support analysis and reporting (e.g., business intelligence tools, decision support tools) for that specific client organization (e.g., compared with a database associated with an application that is optimized for transaction processing). 4. <u>Restricted Individual</u> . A Restricted Individual refers to any employee or agent of Vendor with responsibilities involving the marketing, sale, support, design or development of any of Vendor's products or services that are competitive with the IQVIA Data accessed by Vendor pursuant to this Permitted Use definition or competitive with any other IQVIA market research offerings or reference data offerings utilizing the same or similar IQVIA Data.	3. Vendor may not hold any IQVIA Data for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between IQVIA Data and any other data). All IQVIA Data will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other platform in which the IQVIA Data, or any data or information derived in whole or in part therefrom, are made available to any party other than Client in accordance with this TPA Limited License Agreement or used for the benefit of any other party or for any other purpose. 4. Vendor shall not use any IQVIA Data in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or

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	above and solely for the benefit of the Client. For the avoidance of doubt, this Permitted Use Definition does not authorize, and an appropriate license with IQVIA is required to expressly authorize, any of the following by Vendor: (i) any Computer-Based Application that uses, processes or transmits any IQVIA Data from that Data Warehouse, or (ii) any processing or functionality performed by Vendor using any IQVIA Data from that Data Warehouse beyond what is described above for a Data Warehouse. Vendor agrees not to employ such a Computer-Based Application or perform such processing or functionality without such a license; provided, however, IQVIA may grant or refuse to grant such license(s) in its sole discretion.		individuals which is not explicitly identified in the IQVIA Data. 5. No IQVIA Data may be used, directly or indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property. 6. No IQVIA Data may be used, directly or indirectly, to cleanse, correct, match, deduplicate, or perform any similar service on any other data or information.
Direct to Prescriber and Health Care Organizations Communications	 Identify particular Prescribers or Health Care Organizations (HCOs") or generate a list of Prescribers of HCOs, to whom a particular communication shall be sent directly related to the Vendor's project for the Client. Communicate directly with Prescribers or HCOs on behalf of the Client as part of recruitment for or execution of a study or project in which the Prescriber or HCOs is asked to participate in a customer promotional program, complete an interview or survey, or otherwise provide feedback and responses in relation to the Client's queries. Deliver educational or promotional communications, or customer product samples / materials to Prescribers or HCOs on behalf of the Client. The communications may be for the purpose of providing training, educational information, or opportunities to learn more about the products of Vendor's Client, or to support the Client's marketing or promotional efforts. Prepare reports and analyses of the above activities. Vendor may engage other parties to do the printing and mailing related to the above activities, provided that (i) such parties' may access and use the IQVIA Data solely to provide 	1. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription in order to be provided or dispensed to patients. 2. Health Care Organizations: A health system, health care system or healthcare organization consisting of people, institutions, and resources that deliver health care services to meet the health needs of target populations.	1. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, to improve the size of the Vendor's Prescriber or HCO community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement. 2. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, for the purpose of Vendor establishing a panel or group of Prescribers of HCOs to be used for any purposes or services other than with respect to the particular Client Project Confirmation.

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	printing and mailing services and not for any other purpose; (ii) Vendor shall be responsible for such parties' access and use of the IQVIA Data in accordance with the terms of this TPA Limited License Agreement; and (iii) upon IQVIA's request Vendor shall provide a list of all such parties.		
Epidemiology / Pharmacoepidemiology	In connection with its performance of Epidemiological Investigations to: 1. Identify distribution of health-related states or events for analysis in an Observational Study of distribution; 2. Identify determinants of health-related states or events for analysis in an Interventional Study of determinants; 3. Identify risk factors for disease and targets for preventive healthcare to inform Vendor's advisory services and strategic planning work for Client.	1. Epidemiological Investigation: means the collection of raw data directly from the source thereof, including through observation, surveys, questionnaires, panel interviews or focus groups, and the interpretation and/or analysis of such raw data, all for the Client's own specific business purposes. 2. Observational Study: means a study in which individuals are observed or certain outcomes are measured by drawing inferences about the possible effect of a treatment on subjects, without any attempt to affect or control the outcome. 3. Interventional Study: means a study in which subjects are given a particular treatment or intervention, and the treated subjects are compared to subjects who receive no treatment or a standard treatment in order to measure the effects of the treatment or intervention on the subjects.	

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Expert Analysis for Legal or Governmental Purposes	To analyze IQVIA Data to prepare and deliver an Expert Opinion to Client in connection with a Dispute Resolution Process or a Governmental Process. For the avoidance of doubt, this does not authorize Client or Vendor to share IQVIA Data in any proceeding or with any other party. Vendor's and Client's ability to do so is governed by the IQVIA Data Disclosure Policy in effect at the time of such disclosure.	1. Expert Opinion: means the analysis, conclusions and opinions of a specialist retained by Client because of his or her expertise, training and special knowledge. 2. Dispute Resolution Process: means a process or forum to resolve disputes in which the Client's interests are opposed or potentially opposed to another party regarding legal or regulatory disputes pertaining to Client's products, intellectual property or business activities. 3. Governmental Process: means (i) a response to an inquiry from a governmental organization, agency, department or a government authorized commission, board or other organization ("Government Entity"), or (ii) an application to a Government Entity for approval, registration, permission or license, pertaining to Client's products, intellectual property or business activities.	

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HCO List Match Analysis	To compare Client's HCO population, which Client derived from IQVIA Data, to the HCO population maintained by Vendor to determine the extent to which those populations match or overlap. The purpose of this comparison is for Clients to evaluate which vendor the Client may select to conduct a full HCO profile or a direct-to-provider marketing campaign.	1. <u>HCOs</u> : Hospitals and other health care organizations that are licensed and authorized under applicable law to provide medical services to patients.	While the list comparison and vendor evaluations described above are authorized by this Permitted Use Definition, subsequent uses, such as a full HCO profile or direct-to-provider marketing, are not. No IQVIA Data may be used under this Permitted Use Definition for identifying Key
			Opinion Leaders, or for physician or molecular targeting by Client or Vendor. 3. No IQVIA Data may be used in a manner which has as its object or effect the solicitation of information on practice profiles and/or prescribing activity of health care providers for the purpose of developing a database of practice and prescribing profiles on individual HCOs.
			4. Any benchmarking of the IQVIA Data or comparison of the IQVIA Data with the data, products, or services of other suppliers will be done in a fair and reasonable manner, using data, products, or services that reasonably reflect the therapeutic class(es) in the IQVIA Data, and in a manner that does not give any such data, products, or services of other suppliers an unfair
			or improper advantage over the IQVIA Data and is not purposely designed to result in an indication that the IQVIA Data are inferior to such data, products or service. The findings or conclusions regarding such test, evaluation, and/or benchmarking or comparison of the IQVIA Data will be provided to IQVIA promptly after they are available to Client.

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Health Economics Outcomes Research (HEOR)	 Identify information about a disease, treatment and/or product usage patterns for analysis in Health Economics Outcomes Research. Install a copy of IQVIA Data on Vendor's computer systems to populate variables in an economic model in Health Economics Outcomes Research. 	1. Health Economics Outcomes Research: means comparing and assessing the efficiency, costeffectiveness, and economic benefits of different economic models for the production and consumption of pharmaceutical products through analysis of data obtained in Observational Research Studies about pharmaceutical product use and disease treatment patterns. 2. Observational Research Studies: means studies in which individuals are observed or certain outcomes are measured from which inferences can be drawn about the possible effect of a treatment on the study subjects.	
Hospital Spillover Analysis	 Identify information about product and therapy usage to measure Hospital-Retail Spillover for a given drug; Estimate additional retail business due to a given drug being on a hospital formulary; or Identify managed-care formulary or other market access issues to assist with the coordination of strategies and tactics across hospital and retail segments. 	1. <u>Hospital-Retail Spillover</u> : means the extent to which a Client's product is prescribed through retail channels (i.e., outside the hospital) after the hospital patient has been discharged and pursues the treatment initiated in the hospital with his/her treating physician in retail using the same product.	
IDN Segmentation	In connection with its performance of IDN Segmentation Analysis to research, identify, analyze, evaluate, and segment integrated delivery networks according to certain data attributes, such as therapeutic class, patient types, physician specialties, patient demographics, region, disease conditions, diagnoses, procedures, class of drugs, sites of care, etc., in order to develop Client's sales, marketing and promotional strategies.		Vendor may not make IQVIA Data available in any Vendor application which includes functionality or capabilities beyond any of the IDN Segmentation Analysis described above.

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Incentive Compensation Processing	 Design and define Client's Incentive Compensation Plan(s), including plan modeling and establishment of goals or quotas. Implement and administer Client's Incentive Compensation Plan(s), including: aligning sales to defined territories; determining attainments, payouts, rankings, amounts owed, and other metrics relating to the performance of Client employees or contractors under the Incentive Compensation Plan(s); general administrative duties relating to the Client Incentive Compensation Plan(s), including effecting the payment of amounts owed to the participants; creating and running reports which track progress against established goals and other metrics specifically relating to Client Incentive Compensation Plan(s). Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. In addition to performance Incentive Compensation Processing by Vendor, Vendor may make IQVIA Data available in a Vendor software application which performs any analysis described above and for sharing / reviewing with the client personnel; provided, however, such software is only available for use by or for the benefit of Client when IQVIA Data is included ("Vendor Application"). 	 Customers: means Prescribers or Purchasing Organizations, or both. Incentive Compensation: means additional money, or other rewards of value, that are supplementary to base salary of an employee or payment to a contractor. This form of compensation is usually contingent upon performance of the company, the employee's department, the employee, or combinations thereof. Incentive Compensation Plan: means the terms and conditions governing the implementation of a scheme pursuant to which Incentive Compensation is made available for a defined set of employees or contractors. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products. 	

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Launch Performance Management & Planning	1. Monitor weekly or monthly the launch of a client's product, or one of its competitors, in terms of sales, prescriptions, source of business, and promotional activity, including:		1. The final deliverables and results of the patient launch management and planning deliverable should be aggregated at the national level, with
	a. Sales shares and volumes		no sub-national or prescriber-level granularity.
	b. Rx sales and volumes		2. No transactional patient level file should be
	c. Source of Business shares and volumes		shared with the client
	d. Patient shares and volumes		
	e. Promotional share of voice		
	2. Forecast the launch results trajectories based on the historical data delivered.		
Licensing Analysis	1. Measure licensed pharmaceutical sales volumes in isolation (i.e. not versus competitors' products); or 2. Estimate average pricing of a licensed pharmaceutical product at a national or sub-national level; the whole only as necessary to i) estimate the amount of royalties owed to a Licensor pursuant to a Licensing Arrangement, ii) validate a royalty calculation under a Licensing Arrangement previously conducted by Client, or iii) estimate the amount of royalties that would be owed pursuant to a potential Licensing Arrangement which Client is exploring.	1. Licensing Arrangement: Refers to a contract or other arrangement pursuant to which the owner of intellectual property rights in a pharmaceutical product, process, formulation, or method (the "Licensor") licenses the use of such intellectual property to another party (the "Licensee"), for the purpose of permitting the Licensee to undertake the manufacture and marketing of the resulting end-use prescription drug, the whole in exchange for royalty payments. As used herein, "Licensing Arrangement" is understood to include only those arrangements pursuant to which the Licensor is not involved in any way in the manufacture, marketing, or promotion of the resulting end-use prescription drug, and expressly excludes joint ventures, partnerships, or co-promotions.	

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Machine Learning Application	for use in a Vendor Machine Learning Application. Any data, algorithm, model, analytics, forecasts or estimates created, improved or enhanced, directly or indirectly, while using the IQVIA Data may only be used pursuant to the terms of this TPA Limited License Agreement solely for the benefit of the Client. For the avoidance of doubt, any information derived from the use of the IQVIA Data by Vendor shall remain subject to the terms of the TPA Limited License Agreement and this Permitted Use Definition.	1. Machine Learning Application: A computer-based artificial intelligence application that enables a system to "learn" iteratively from the processing of data using one or more algorithms with the data to create one or more models through the training and ingesting of data to produce improved models and information. 2. Restricted Individual: A Restricted Individual refers to any employee or agent of Vendor with responsibilities involving the marketing, sale, support, design or development of any of Vendor's products or services that are competitive with the IQVIA Data accessed by Vendor pursuant to this Permitted Use definition or competitive with any other IQVIA market research offerings or reference data offerings utilizing the same or similar IQVIA Data.	1. Vendor will not retain any IQVIA Data, or any information, algorithm or model derived from the use of IQVIA Data, whether used alone or with other data, for its own purposes or for the benefit of any individual or organization other than the Client. 2. Vendor may not provide interpretation or derive any insights or intelligence from, or make similar use of the IQVIA Data, unless explicitly authorized by another Permitted Use Definition approved in a TPA Limited License Agreement executed by IQVIA. However, Vendor is not prevented from drawing its own conclusions from the IQVIA Data in connection with the performance of services to the Client for the Permitted Use(s). The receipt of the IQVIA Data will not in any way limit the Vendor from: (a) providing products or services to others which may be competitive with products or services of IQVIA; (b) providing products or services to others who compete with IQVIA; or (c) assigning Vendor employees in any way Vendor chooses subject to subsection C(8) below. 3. This Permitted Use Definition does not authorize Vendor to use IQVIA Data in any computer-based application which includes functionality or capabilities beyond a Machine Learning Application as defined in this Permitted Use Definition. 4. Vendor may not hold any IQVIA Data for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between IQVIA Data and any other data). 5. Vendor shall not use any IQVIA Data in any manner which would result in, or increase the
	nded to be an offline help to determining the correct use for a TRA reque		-

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			likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data.
			6. No IQVIA Data may be used, directly or indirectly, by Vendor to enhance, improve, update, validate, create or develop a Machine Learning Application, an algorithm, a model or any similar application on any other data, information, technology, methodology or other intellectual, proprietary or intangible property except as expressly provided in this Permitted Use Definition.
			7. No IQVIA Data may be used, directly or indirectly, to cleanse, correct, match, deduplicate, or perform any similar service on any other data or information.
			8. Vendor will not permit a Restricted Individual to have access to the IQVIA Data or any data, algorithm, model, analytics, forecasts or estimates created, improved or enhanced, directly or indirectly, while using the IQVIA Data.

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Managed Care Analytics	 Analyze the impact of managed care markets supporting the development of strategies pertaining to managed markets and for the development and measurement of managed care contracts; Compare formulary findings from managed care primary research with formulary status of analog products; Develop a better understanding of co-pay data based on patient demographics contained in the data. Vendor will use the IQVIA Data only to produce deliverables for the Client; Perform benchmark analysis by plan; Report prescription volume by plan; Utilize health plan enrollment data from Client with IQVIA Data in order to provide Client with a better understanding of their customers. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. 	1. Customers: means Prescribers or Purchasing Organizations, or both. 2. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	1. No IQVIA Data may be used, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement. 2. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data. 3. Vendor is prohibited from directly communicating with any Prescribers identified in the IQVIA Data.
Market Forecasting	 1.Perform and deliver calculations or analyses in relation to Market Forecasting services on behalf of the Client, in accordance with making the following determinations: a. define or assess the size of a particular market; b. determine actual or potential market share; c. identify trends and historical growth rates in markets of interest to the Client, or analogs to such markets; or d. develop a model or other predictive tool specific to the Client that allows prediction of sales, costs, market share, or similar market-related metrics. 2. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. 	1. Customers: means Prescribers or Purchasing Organizations, or both. 2. Market Forecasting: means a component of marketing analysis that provides anticipated figures and calculations based upon market research. The forecast may include projections for a product type, company, sector, industry, demographic type or overall population. 3. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 4. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or	

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	The state of the s	may contract with Client for the purpose of purchasing Client products. 1. Customers: means Prescribers or Purchasing Organizations, or both. 2. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or	_
	for an upcoming launch, or d. Re-evaluate a known market after the introduction of new, game-changing therapies. e. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. In addition to performance of the Market Segmentation Analysis by Vendor, Vendor may make IQVIA Data available in a Vendor software application which performs any of the Market Segmentation Analysis described above; provided, however, such software is only available for use by or for the benefit of Client when IQVIA Data is included ("Vendor Application").	may contract with Client for the purpose of purchasing Client products.	

Permitted Use of IQVIA Data: Vendor may have access to and **Activities Not Authorized by This Permitted Use** Permitted Use use IQVIA Data specified in the TPA Limited License **Definitions: Definition: The following activities are not** Definition Agreement solely on behalf of Client: authorized by this Permitted Use Definition: Master Data 1. MDM Software Hosting: Vendor may host IQVIA Data on 1. MDM Software Hosting: refers to a service in 1. No IQVIA Data may be used, directly or Management - Hosting behalf of Client in connection with the provision of MDM which Client owns or licenses MDM Software indirectly, to enhance, improve, update, validate, or Providing MDM Software Hosting services to Client. Hosting of IQVIA Data and data and retains Vendor to (a) install the create, develop, benchmark or perform any Software authorizes the following: (i) installing a copy of IQVIA Data on MDM Software on Vendor's computer system; similar service on any other data, information, Vendor's computer system for use with the MDM Software; (ii) (b) manage administrative tasks associated with technology, methodology or other intellectual, temporarily reading a copy of IQVIA Data into computer the operation of the MDM Software; (c) host proprietary or intangible property. data used by the MDM Software; and (d) make memory for use with the MDM Software; (iii) delivering IQVIA 2. No IQVIA Data may be used, directly or the MDM Software and data available to Client Data back to Client through use of the MDM Software; (iv) indirectly, to cleanse, correct, match, destoring IQVIA Data for Client's use with the MDM Software; essentially the same as it would be implemented duplicate, or perform any similar service on any if hosted at Client's offices. MDM Software and (v) making archival copies of the IQVIA Data in connection other data, information, technology, with Vendor's routine archival copy practices of its computer Hosting includes hosting through physically methodology or other intellectual, proprietary or systems provided archival copies are used solely for that dedicated servers for Client, virtual servers or intangible property except with respect to Client's purpose. At all times, Vendor may only install, copy or store through a cloud infrastructure, but excludes master data located within Client's systems or IQVIA Data in computer readable form that is secured for use hosting in conjunction with SaaS Application local instance on Vendor's hosted environment or access solely for the benefit of Client. services, as applicable. for the sole benefit of Client in connection with 2. SaaS Application: Vendor may host IQVIA Data on behalf of 2. MDM Software Implementation – Client the Purpose. Client in connection with the provision of SaaS Application Offices: refers to a service in which Client 3. Vendor may not download, print, copy, transfer services to Client. Hosting of IQVIA Data authorizes the retains Vendor to implement (i.e., plan, install, or otherwise remove IQVIA Data from Client's following: (i) installing a copy of IQVIA Data on Vendor's configure and test) MDM Software on Client's systems or local instance on salesforce.com computer system for use with the MDM Software; (ii) computer system at a Client office and load data except as necessary in order to make such IQVIA temporarily reading a copy of IQVIA Data into computer (i.e., install and test) for use with the MDM Data available for use solely by Client as part of memory for use with the MDM Software; (iii) delivering IQVIA Software. Client's MDM Software. Data back to Client through use of the MDM Software; (iv) 3. MDM Software Implementation – Non-Client 4. Vendor may not hold any IQVIA Data for storing IQVIA Data for Client's use with the MDM Software; Offices: refers to a service in which Client common use for the benefit of two or more and (v) making archival copies of the IQVIA Data in connection retains Vendor to implement (i.e., plan, install, clients (including, for example, through the with Vendor's routine archival copy practices of its computer configure and test) the MDM Software on creation or maintenance of linkages or bridge files systems provided archival copies are used solely for that Vendor's or other vendor's computer system between IQVIA Data and any other data). All purpose. At all times, Vendor may only install, copy or store and load data (i.e., install and test) for use with IQVIA Data will be segregated and separately IQVIA Data in computer readable form that is secured for use the MDM Software on that computer system. maintained for each client, and will not exist or access solely for the benefit of Client. 4. SaaS Application: refers to a service in which within any crowd-sourcing platform or any other 3. MDM Software Implementation – Client Offices: Vendor Client retains Vendor to (a) make the MDM platform in which the IQVIA Data, or any may have access to and use IQVIA Data in connection with the Software owned or licensed by Vendor available derivatives thereof, are made available to any installation, configuration and testing of the MDM Software on for use by Client through Vendor's cloud party other than Client for the Purpose or used behalf of Client. Access to and use of IQVIA Data authorizes computing or other hosted infrastructure; (b) for the benefit of any other party or for any other the following: (i) installing a copy of IQVIA Data on Client's manage administrative tasks associated with the purpose. computer system for use with the MDM Software; (ii) using operation of the MDM Software; and (c) host

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	IQVIA Data for purposes of configuration and testing of the MDM Software; and (iii) temporarily reading a copy of IQVIA Data into Vendor computers or devices connected to Client computers for purposes of installing IQVIA Data on Client's computer system for use with the MDM Software. 4. MDM Software Implementation – Non-Client Offices: Vendor may have access to and use IQVIA Data in connection with the installation, configuration and testing of the MDM Software on behalf of Client. Access to and use of IQVIA Data authorizes the following: (i) installing a copy of IQVIA Data on the computer system of the provider of MDM Software Hosting services or SaaS Application services, as the case may be (the "Application Vendor"), for use with the MDM Software; (ii) using IQVIA Data for purposes of configuration and testing of the MDM Software; and (iii) temporarily reading a copy of IQVIA Data into Vendor's computers or devices connected to the Application Vendor's computers for purposes of installing IQVIA Data on the Application Vendor's computer system for use with the MDM Software. At all times, Vendor may only install, copy or store IQVIA Data in computer readable form that is secured for use or access solely for the benefit of Client.	data used by the MDM Software. SaaS Application does not include MDM Software Hosting, as applicable. 5. MDM (master data management): refers to the (a) reconciliation of conflicting reference information or (b) the appending of additional reference information, relating to individuals, organizations, plans, products or alignments based on business rules selected or approved by Client, with conflicting or additional information originating from various sources, including but not limited to reference information (i) obtained by Client from sales calls; (ii) derived from Information (e.g., the reference information embedded in national and sub-national Data and other IQVIA market research offerings); or (iii) sourced from public files (e.g., National Provider ID, Drug Enforcement Administration (DEA), state license numbers) or third party providers (e.g., database licensees of the American Medical Association). 6. MDM Software: refers to software developed to provide one or more MDM services, including but not limited to data integrating, matching, merging/unmerging, de-duplicating, affiliating, changing, visualizing, stewarding, governing and analyzing. 7. MDM Stewards: refers to the employees or agents of Service Provider who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and/or (b) review file matching in order to resolve unmatched records.	5. Access to the IQVIA Data shall be restricted to employees of Vendor who need to access such IQVIA Data in connection with this Permitted Use Definition. In no event shall IQVIA Data be accessed by any employee or agent of Vendor with responsibilities involving the design or development of any of Vendor's products or services that are directly or indirectly competitive with the IQVIA Data accessed by Vendor or the related IQVIA Products and Services, except to the extent access to Vendor's Products and Services is required in order for Vendor to provide support, consulting or other services to Client solely in connection with this Permitted Use Definition, or to the extent such access is requested by Client in writing to IQVIA for the purpose of discussing product functionality or requested enhancements, solely in connection with this Permitted Use Definition, in which case the limitations set forth above and in the TPA Limited License Agreement shall continue to apply. 6. Service Provider's MDM Stewards may not have access to Client's master data located within Client's systems or local instance on Vendor's hosted environment, whether in the MDM Software or any other form/repository; provided, however, that any Client-generated change requests regarding data attributes that do not originate independent of any Information may not be verified by MDM Stewards and may not be added to Vendor's proprietary data. For the avoidance of doubt and notwithstanding the foregoing, Vendor will not be prohibited from updating prescriber address information in Vendor's proprietary data using address updates

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		8. IQVIA Data: includes any Data or other information derived in whole or in part therefrom, including any Client IDs that are linked to the IQVIA Data, doctor deciles derived from the IQVIA Data or doctor level patient load derived from the IQVIA Data, whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e., segregated or combined with other data).	originating with Client provided that Client has authorized such use by Vendor.
Master Data Management – Stewardship, Governance, Maintenance Services	Background. Master Data Management or MDM (as defined below) is commonly understood in the life sciences context to involve a combination of activities to create a complete, accurate and current Reference Data set that meets the needs of a business for commercial, clinical, regulatory or other purposes. MDM includes receipt of data from multiple sources with overlapping Reference Data and the use of automated resolution (e.g., use of software, business rules and matching algorithms to select which Reference Data will be regarded as the most complete, accurate and current) and human directed resolution (e.g., individuals review data and apply business rules, knowledge or judgment to select which Reference Data will be regarded as the most complete, accurate and current) to create and maintain a Reference Data set. This Permitted Use Definition applies to the MDM services described below, but does not apply to a Vendor that is hosting Reference Data on behalf of Client in connection with MDM services. In addition, this Permitted Use Definition does not apply when Vendor or a Vendor affiliated company provides the MDM Software for use by Client. These uses are licensed under the "Master Data Management" Permitted Use Definition. This Permitted Use Definition applies to a Vendor that is using IQVIA Data in connection with the following: O Vendor provides MDM Stewards to perform MDM services for Client using MDM Software licensed to Client or	1. MDM Software: refers to software developed to provide one or more MDM services, including but not limited to data integrating, matching, merging/unmerging, de-duplicating, affiliating, changing, visualizing, stewarding, governing and analyzing to create MDM Data. For purposes of this Permitted Use Definition, the term "MDM Software" does not include any MDM Software provided to Client by the Vendor or a Vendor affiliated company (unless such MDM Software is authorized for use with IQVIA Data pursuant to the separate Permitted Use Definition of Master Data Management). 2. MDM (Master Data Management): refers to the automatic and/or manual (a) reconciliation of conflicting data; (b) appending of additional data; and/or (c) appending of new data, relating to individuals, organizations, affiliations, plans, products or alignments based on business rules selected or approved by Client to produce MDM Data for Client, with conflicting or additional information originating from a combination of Client Data, IQVIA Data, and Third Party Data. 3. Client Data: refers to Reference Data obtained by Client from its direct and indirect interactions with individuals and organizations in	1. No IQVIA Data or IQVIA Rules may be used, directly or indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property. 2. No IQVIA Data or IQVIA Rules may be used, directly or indirectly, to cleanse, correct, match, de-duplicate, or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property except with respect to MDM Data for Client located within Client's systems or local instance on Vendor's hosted environment for the sole benefit of Client in connection with the Purpose. 3. Vendor may not download, print, copy, transfer or otherwise remove IQVIA Data from Client's systems except as described in paragraph A.2 above. 4. Access to the IQVIA Data and IQVIA Rules shall be restricted to employees of Vendor who need to access such IQVIA Data and IQVIA Rules in connection with activities expressly permitted by this Permitted Use Definition. In no event shall IQVIA Data be accessed by any employee or agent

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	provided to Client via software-as-a-service to create and maintain MDM Data for Client ("MDM Stewardship Services"); o Vendor provides MDM Stewards to perform MDM data governance services for Client (e.g., developing, maintaining or administering Client's business rules and processes to create and maintain Client's MDM Data) to create and maintain MDM Data for Client ("MDM Governance Services"); or o Vendor provides MDM Stewards to perform data maintenance services for Client (e.g., maintaining data tables, data dictionaries, data quality processes and/or compliance with retention policies for Client's Reference Data) to create and maintain MDM Data for Client ("MDM Maintenance Services").	health care (e.g., information obtained from interactions between Client sales representatives and health care professionals, and information obtained from health care professional interactions with Client web sites, digital properties, and communications). 4. Third Party Data: refers to Reference Data obtained by Client from public or private sources, including government licensing or registration files, private and public payer directories, provider organization directories, and information from publicly accessible websites. Third Party Data does not include Client Data or IQVIA Data.	of Vendor with responsibilities involving the design or development of any of Vendor's products or services that are directly or indirectly competitive with the IQVIA Data accessed by Vendor.
	Vendor may have access to and use IQVIA Data specified in the TPA Limited License Agreement solely on behalf of Client to perform MDM Stewardship Services, MDM Governance Services, and/or MDM Maintenance Services, which is limited to the following activities: 1. Vendor's access and use of IQVIA Data on Client's computer system for use with Client's MDM Software; 2. Vendor's temporarily reading a copy of IQVIA Data into Vendor's computer system and memory for use with Client's MDM Software; and 3. Vendor's delivering MDM Data derived from some combination of IQVIA Data and other Reference Data back to Client for use with Client's MDM Software. At all times, Vendor may only install, copy or store IQVIA Data in computer readable form that is secured for use or access solely for the benefit of Client.	5. Reference Data: refers to information which categorizes, classifies or identifies products, procedures, medical facilities, pharmacies, warehouses, distributors, health care professionals or other entities, activities or persons. For Reference Data involving individuals, that information may include demographic data, location data, data regarding professional affiliations with plans, organizations, and professional data (e.g., education, specialty, certifications). For Reference Data involving organizations, that information may include location data, leadership information, and data regarding professional affiliations with plans, health care professionals or other organizations (medical facilities, institutions, medical associations, integrated health care networks). 6. MDM Data: refers to the creation and ongoing maintenance of Reference Data records, with each record representing a single individual, organization, affiliation, plan,	

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		product, or alignment derived from a combination of Client Data, IQVIA Data and Third Party Data using: (i) business rules in the MDM Software selected or approved by Client, and (ii) business rules followed by the MDM Stewards selected or approved by Client.	
		7. MDM Stewards: refers to the employees of Vendor who provide MDM in the MDM Software to produce MDM Data for the sole benefit of Client.	
		8. <u>IQVIA Data</u> : includes any IQVIA Data identified in the TPA Limited License Agreement and any information derived in whole or in part from that IQVIA Data, including any Client IDs that are linked to the IQVIA Data, doctor deciles derived from the IQVIA Data or doctor level patient load derived from the IQVIA Data, whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e., segregated or combined with other data).	
		9. IQVIA Rules: Business logic, data classifications, categorization schemes, and/or metrics included with IQVIA Data or derived from IQVIA Data. Examples include (i) the classification of a provider organization as an acute care hospital, (ii) a medical group assigned to a therapeutic specialty, (iii) affiliations of health care professionals with provider organizations or integrated health care networks, (iv) ranked healthcare professionals; (v) healthcare providers and professionals working in medical groups, and (vi) validation	
		that a health care professional or organization is active or validated by virtue of its appearance in IQVIA Data.	

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Medicare and Medicaid	in connection with its performance of Medicare and/or Medicaid Analytics	1. Medicare and/or Medicaid Analytics: refers to Analytics to determine the size, scope and effect of the United States' Medicare or Medicaid Programs on questions or matters that pertain to Client's internal business operations. 2. Analytics: refers to the process of gaining knowledge and insights from data using statistics, mathematics or computer programming, or a combination thereof, to describe, predict and improve business performance. 3. United States' Medicare or Medicaid Programs: refers to health insurance programs sponsored by the United States federal government that cover medical expenses for elderly, disabled, and low-income Americans, and are administered by the Health Care Finance Administration (HCFA), which is part of the	
Outcomes / Patient Research	 Identify information about a drug, therapy and/or product usage for analysis in Outcomes/Patient Research; Identify variations in medical procedures and associated health outcomes in Outcomes/Patient Research; Perform comparative analyses of findings made in Outcomes/Patient Research; Identify information about a market condition or issue in Outcomes/Patient Research to inform Vendor's advisory services and strategic planning work for Client; Identify information about a market condition or issue in Outcomes/Patient Research as part of a health technology assessment for Client; Evaluate care quality, access, therapy and effectiveness to inform Vendor's policy and decision-making advisory services for Client. 	Department of Health and Human Services. 1. Outcomes/Patient Research: refers to public health or health services research that studies the end results of the structure and processes of the healthcare system on the health and wellbeing of patients and populations.	

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Over the Counter (OTC) Market Assessment	In order to determine market size and/or market share of one or more over-the-counter (OTC) pharmaceutical products. 1. Comparison of front-of-store (OTC products), back of store (Rx products) analyses. 2. Analysis of market shares in mixed Rx and OTC markets.		1. Any attempt at aggregating the data at the pharmacy chain level, food chain level, mass merchandiser or the individual store level. 2. IQVIA will not provide transactional patient level data for OTC market assessments.
Parallel Trade / Cross Border Studies	In order to analyze the importation of one or more pharmaceutical products. 1. Vendor may have access to and use IQVIA Data specified in the TPA Limited License Agreement solely on behalf of Client to research, identify, analyze, evaluate, and report on the volumes of medicines believed to be imported in the US from other countries or US possessions. 2. Vendor may report on the share of parallel trade vs. the total product volume sold in the US.		1. Attempt to report the parallel trade volume at the individual pharmacy chain, food store chain, mass merchandisers and independent store levels

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Patient Journey	In order to deliver a comprehensive Patient Journey.	1. <u>Patient Journey</u> : A patient journey is a set of information organized to depict all phases of a patient's experience from onset of the disease to the patient's death, including:	1. The final deliverables and results of the patient journey study should be aggregated at the national level, with no sub-national or prescriber-level granularity.
		Pre-treatment- Origination, awareness presentation, diagnosis and referral; and	2. No transactional patient level file should be shared with the Client.
		• Post- treatment – Treatment, fulfillment, adherence, follow up care.	
		The objectives of the patient journey in this context are to understand:	
		The therapy area / market in terms of opportunities, decisions and challenges	
		Presentation, diagnosis and treatment decisions	
		HCP/ patient interactions, attitudes and behaviors	
		Unmet needs of stakeholders	
		Select specific patient and physician sub-types	
		Identify levers for product introduction or growth	
		Used as basis of brand strategy and brand plans	
Performance Dashboards / BI	1. Create Dashboards on behalf of Client, utilizing Vendor's software and analytics, to display and represent IQVIA Data.	1. <u>Customers</u> : means Prescribers or Purchasing Organizations, or both.	This Permitted Use does not authorize Vendor to make IQVIA Data available in any Vendor
	Vendor may Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. This does not entail Vendor providing interpretation or intelligence from, or similar use of, the IQVIA Data unless explicitly authorized by an applicable Permitted Use Definition. The Dashboard may include the following:	2. <u>Dashboard</u> : refers to a digital display, usually on a web page or web application, accessed via PC or mobile devices, of information that it easy to read, often a single page or multiple pages, showing a graphical presentation of current status (i.e., snapshot) and historical trends to enable informed decision-making on relevant business issues.	application which includes functionality or capabilities beyond the provisioning of Client Dashboards described above

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	 a. a determination of the size of the applicable therapeutic classes and sales of the applicable products in such classes; b. reporting at the national, regional, state/provincial, Client's territory alignments and other sub national geographic levels c. Measurements of market dynamics, source of business (e.g., new therapy starts, switch/adds), patient segment behavior, prescribing dynamics and other metrics relevant to reporting of past and current sales of Client's products. 	3. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 4. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	
Physician Organizational Profiling	To create prescriber profiles that include the following information: 1. Reference information, including prescriber name, office address (not including home address), specialty, professional certifications and professional licensing information; 2. Membership in professional organizations and/or societies; 3. Organizational affiliations, including the prescriber's affiliations with prescriber groups, medical offices, hospitals, and other healthcare facilities; 4. Referral linkages with other prescribers; and 5. Prescribing activity, including metrics of prescription drug volumes, disease incidence and patient demographics.	Other Permitted Use Definitions that may be used in conjunction with this Permitted Use Definition: This Permitted Use Definition only authorizes Vendor to use IQVIA Data to build prescriber profiles as described above. Other related or similar uses may have to be authorized pursuant to a separate Permitted Use Definition, such as: 1. Primary Market Research 2. Sales Forecasting 3. Promotional Evaluation 4. Promotional Mix Optimization 5. Sales Force Segmentation and Targeting	1. Vendor is prohibited from communicating with any prescribers identified in the IQVIA Data unless such contact (i) is permitted under, and is made subject to, the laws, rules and/or regulations of the applicable jurisdictions, and (ii) is not otherwise restricted by any third party data supplier requirements (e.g., prescriber information is not subject to any physician "no contact" list).

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Physician Promotional Campaign Evaluation	 To assist in the preparation and execution of Commercial Interventions in relation to Promotional Evaluations, including in relation to the identification and recruitment of Prescribers or others as appropriate candidates in a Promotional Evaluation study. In relation to the results obtained from a Promotional Evaluation study, to: Assess the effect of Commercial Interventions on the choices of Prescribers, including performance of return on investment (ROI) analyses to determine the profitability of using various forms of commercial interventions; Facilitate analyses performed by IQVIA to measure the impact of Vendor's promotional services; and Assist Client to develop and recommend promotional tactics. 	1. Promotional Evaluations: means a study conducted to assess statistically the impact of a Commercial Intervention, whether by a pharmaceutical manufacturer, promotional company, or other third party. The impact is often measured by measuring behavioral change(s) that have occurred that may be attributable to the Commercial Intervention, such as a change in a prescribing pattern by a health care provider or a change in sales to a health care institution. 2. Commercial Interventions: means the use of tailored messaging and/or materials primarily focused on promoting or marketing a particular pharmaceutical product to prescribers, health care providers, or others involved in the purchase or use of pharmaceutical products. Typically those at whom such Commercial Interventions are directed will be compared to a similar comparator/control group to determine the impact of the Commercial Intervention. 3. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicine, remedy, or treatment requiring a prescription in order to be provided or dispensed.	1. No IQVIA Data may be used under this Permitted Use Definition, directly or indirectly, to improve the size of the Vendor's prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of its prescriber community beyond this engagement.

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Positioning and Messaging Studies	In connection with its performance of Positioning & Messaging Studies to: 1. Understand the Client's target audience by developing anonymous patient profile analyses and reviewing product perceptions in relation to product sales; 2. Tailor marketing programs and messages appropriately to maximize desired effect; and 3. Determine how to predict which consumer segments are likely to display as the desired behavior with respect to a specific Client brand and measure it.	1. Positioning & Messaging Studies: means the integration and matching of millions of anonymous patient-level healthcare records with millions of consumers and commercial information which offers unique opportunities for targeting, profiling, segmentation, and program measurement based on patient and physician actual behavior.	
Prescriber License Validation	In connection with its performance of prescriber license validation services solely to: 1. Validate the status of a Prescriber's medical license to determine Prescriber's eligibility to participate in Client programs, to receive pharmaceutical samples and/or to prescribe. 2. Report transfers of value to Prescribers under federal and state transparency reporting requirements such as aggregate spend compliance.	1. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription in order to be provided or dispensed to patients. 2. Key Opinion Leader: Physicians who influence their peers' medical practice, including but not limited to prescribing behavior.	 The IQVIA data may not be used under this Permitted Use Definition to create a full prescriber profile or for direct-to-provider marketing. No IQVIA Data may be used under this Permitted Use Definition for identifying Key Opinion Leaders or for physician targeting by Client or Vendor unless such is authorized by a separate Permitted Use Definition (e.g., Direct to Prescriber Communication). No IQVIA Data may be used in a manner which has as its object or effect the solicitation of information on practice profiles and/or prescribing activity of health care providers for the purpose of developing a competitive database of practice and prescribing profiles on individual prescribers.

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Prescriber List Match Analysis	in connection with its performance of Prescriber List Matching solely to: 1. Compare Client's Prescriber population, which Client derived from IQVIA Data, to the Prescriber population maintained by Vendor to determine the extent to which those populations match or overlap. The purpose of this comparison is for Clients to evaluate which vendor the Client may select to conduct a full Prescriber profile or a direct-to-provider marketing campaign.	1. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription in order to be provided or dispensed to patients.	 While the list comparison and vendor evaluations described above are authorized by this Permitted Use Definition, subsequent uses, such as a full prescriber profile or direct-to-provider marketing, are not. No IQVIA Data may be used under this Permitted Use Definition for identifying Key Opinion Leaders, or for physician or molecular targeting by Client or Vendor. No IQVIA Data may be used in a manner which has as its object or effect the solicitation of information on practice profiles and/or prescribing activity of health care providers for the purpose of developing a database of practice and prescribing profiles on individual prescribers. Any benchmarking of the IQVIA Data or comparison of the IQVIA Data with the data, products, or services of other suppliers will be done in a fair and reasonable manner, using data, products, or services that reasonably reflect the therapeutic class(es) in the IQVIA Data, and in a manner that does not give any such data, products, or services of other suppliers an unfair or improper advantage over the IQVIA Data and is not purposely designed to result in an indication that the IQVIA Data are inferior to such data, products or service. The findings or conclusions regarding such test, evaluation, and/or benchmarking or comparison of the IQVIA Data will be provided to IQVIA promptly after they are available to Client.

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Pricing and Reimbursement	1. Determine the range of pricing of specific named product(s), within or across specific named territories and distribution channels.		
	2. Provide comparative price analysis at different sale points (factory/wholesale/retail).		
	3. Determine the reimbursement issues in a specific named Territory.		
	4. Prepare submissions to the local regulatory reimbursement bodies (e.g., National Institute for Health and Clinical Excellence in the UK; Centers for Medicare and Medicaid Services in the US).		
	5. Conduct an analysis to support economic modeling for reimbursement including budget impact and cost-effectiveness analysis.		
	6. Conduct a study on orphan drug benchmarking to determine the drivers of price.		
Primary Market Research	 Identify information about a drug, therapy and/or product usage for analysis in Primary Market Research; Identify information about subjects' attitudes, motivations and intentions about a product or therapy for analysis in Primary Market Research Explain findings made in Secondary Market Research data assets. Identify information about a market condition or issue in Primary Market Research to inform Vendor's advisory services and strategic planning work for Client. 	1. Primary Market Research: means the collection of raw data directly from the source thereof, including through observation, surveys, questionnaires, panel interviews or focus groups, and the interpretation and/or analysis of such raw data, all for the Client's own specific business purposes. 2. Secondary Market Research: means the collection of data that already exists, including information from existing reports, publications, Internet research and company files.	

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Product Lifecycle Analysis	In order to analyze changes in sales levels that occur with respect to one or more pharmaceutical products over the product's commercial lifespan (entry into market through loss of exclusivity) to: 1. Analyze and compare the performance of pharmaceutical products, used as analogs, from the time of initial launch, through its growth phase, mature phase, and post loss-of-exclusivity decline. 2. Analyze the trends when a product goes post-patent from generic to OTC.		1. Attempt to report the product life cycle periods at the individual pharmacy chain, food store chain, mass merchandisers and independent store levels.
Promotional Mix Optimization	In order to analyze and/or optimize promotion strategies across various methods of promotion, such as: 1. Direct mail, tele-detailing, e-detailing, print, social media, TV/cable, radio, detailing by field representatives, samples, and HCP websites 2. Vendor may conduct promotional mix analyses such as: a. Data collection and trend analyses b. Review of past results c. Statistical analysis (time-series, cross-sectional and test control analyses) d. Promotional mix optimization e. Simulation and forecasting 3. Using IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data.	1. <u>Customers</u> : means Prescribers or Purchasing Organizations, or both. 2. <u>Prescribers</u> : means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. <u>Purchasing Organizations</u> : means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	The final deliverables and results of the promo mix optimization study should be aggregated at the channel level, and segment level with no prescriber-level granularity.

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Promotional ROI Assessment	In order to assess the effectiveness of one or more promotional campaigns involving Client's pharmaceutical products. 1. Vendor may have access to and use IQVIA Data specified in the TPA Limited License Agreement solely on behalf of Client in order to assess the impact and return on investment of direct-to-patient promotional programs such as: a. Coupon programs b. Voucher programs c. Trial script programs d. Patient education programs e. Healthcare web sites f. Web advertisements g. Network TV and cable advertising 2. Vendor may use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data.	 Customers: means Prescribers or Purchasing Organizations, or both. Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products. 	 Any attempt to re-identify the patients enrolled in the promotional program studied. Any attempt to re-identify household level data. Report results at a level lower than the DMA (designated market area).
Qualitative Research	Identify and recruit potential participants in primary market research studies, including for participation in interviews and focus groups. These studies are for the purpose of understanding the participants' opinions, attitudes, beliefs and intentions relating to the Client's products and marketing or other activities.		1. Vendor may not aggregate, combine, or standardize any currency values reported within IQVIA Data between different countries.

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Quantitative Analysis	in relation to the performance of trend analyses. These studies are for the purpose of objectively measuring the topic at hand, using mathematics and statistics, and typically include the use of standardized analytics presented in a variety of formats, including face to face; telephone; mail; e-mail; or on-line/web-based.		1. Vendor may not aggregate, combine, or standardize any currency values reported within IQVIA Data between different countries. 2. Vendor may not share any data, findings, results, analyses, or other information obtained or derived from the IQVIA Data with any potential or actual study participant, including without limitation any information relating to that individual's prescribing patterns or reason(s) why the individual was selected as a potential participant.
Risk Management / Safety Surveillance	 Provide internal reporting to the Client regarding Prescriber compliance with a Risk Management Program. Identify Prescribers who would be potential candidates for participation in a Risk Management Program, and/or to contact prescribers in connection with periodic assessments required as part of a Risk Management Program. 	1. Risk Management Program: refers to a risk management (e.g. FDA Risk Evaluation & Mitigation Strategy) or drug safety surveillance program mandated by a Governmental Authority. 2. Governmental Authority: refers to any governmental regulatory authority. 3. Prescribers: Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed.	The following activities are not authorized by this Permitted Use Definition, whether or not related to a Risk Management Program. 1. Any analysis which would result in the identification or isolation of information associated with any entities or individuals (e.g., prescribers, patients) not explicitly identified in the IQVIA Data. 2. Any analysis which would result in the identification of methodologies or processes used to produce the IQVIA Data. 3. Any disclosure of IQVIA Data to third parties, including but not limited to Governmental Authorities, and/or any disclosure of IQVIA Data in connection with any arbitration, litigation, administrative hearing, government investigation, or any other statutory, regulatory or dispute resolution process. 4. Any publication or other public disclosures of IQVIA Data.

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Sales Force Segmentation and Targeting	 Rank and group Prescribers into categories or segments with similar prescribing behaviors, in connection with Client's marketing and sales deployment strategies; provided no Prescribers shall be reported at a level which is more identifiable than as reported by the IQVIA Data. Develop a list of Prescribers who are recommended for sales contacts, marketing efforts, sampling activity, or other communications from Client; provided no Prescribers shall be reported at a level which is more identifiable than as reported by the IQVIA Data. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. In addition to performance of the Sales Force Segmentation & Targeting by Vendor, Vendor may make IQVIA Data available in a Vendor software application which performs any of the Analysis described above; provided, however, such software is only available for use by or for the benefit of Client when IQVIA Data is included ("Vendor Application"). 	Organizations, or both. 2. <u>Prescribers</u> : means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. <u>Purchasing Organizations</u> : means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	Vendor is prohibited from directly communicating with any Prescribers identified in the IQVIA Data.
Sales Force Size and Structure	Design Client's Sales Force size, reporting structure and organizational alignment for Client's internal use.	 Prescribers: means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. Purchasing Organizations: means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products. Sales Force: Client's sales force that is responsible for sales, market access and 	 No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data. Vendor is prohibited from directly communicating with any Prescribers identified in the IQVIA Data. No IQVIA Data may be aggregated, combined, standardized, or compared between different countries.

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		marketing activities of Client's products to Purchasing Organizations.	
Sales Forecasting	In connection with its performance of Sales Forecasting to: 1. Forecast the sales of Client's and others' products in the marketplace. Such forecasts may include a determination of the size of the applicable therapeutic class(es) to anticipate future sales of the applicable products and current and future market share for such products within such therapeutic classes. Such forecasts may be created based on an analysis of historical data, market trends or other variables (e.g., disease incidence over time). 2. Such forecasts may also include "backcasting," which involves a determination based on a historical analysis of the size of the applicable therapeutic classes and share of the applicable products of such classes based on alternative hypothetical variables (e.g., potential impacts on the sales of a particular therapeutic class under different promotional programs).		

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Sales Reporting	In connection with its performance of Sales Reporting to: 1. Create Field Reports and insights that report the sales of Client's and others' products in the marketplace. Field Reports are designed to report past and current sales of such products and measure the market share for such products compared to competitive products, and may include the following: a. a determination of the size of the applicable therapeutic classes and sales of the applicable products in such classes; b. reporting at the national, regional, state/provincial, Client's territory alignments and other sub national geographic levels; c. measurements of market dynamics, source of business (e.g., new therapy starts, switch/adds), patient segment behavior, prescribing dynamics and other metrics relevant to reporting of past and current sales of Client's products. d. Any other report or insight based on client requirement that may require using IQVIA data sets to create the sales report 2. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data.	1. <u>Customers</u> : means Prescribers or Purchasing Organizations, or both. 2. <u>Field Reports</u> : shall refer to dashboards and other graphical or tabular representations of data analyses that are designed and intended for delivery to Client's sales force and sales leadership in the field to monitor sales performance. 3. <u>Prescribers</u> : means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 4. <u>Purchasing Organizations</u> : means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	No IQVIA Data may be used in any manner or using any methodologies which would result in the identification or isolation of information associated with any entities or individuals (e.g., outlets, prescribers, patients) not explicitly identified or reported in the IQVIA Data or in any manner that does not comply with all applicable laws (e.g., data privacy laws).

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Sample Fulfillment	 Identify Prescribers in specified markets for additional Client information and materials based on their current prescribing behavior. Vendor will use the IQVIA Data only to produce deliverables for the Client. Provide the additional Client information and materials to the Prescribers identified by Vendor in A.1 (or identified by Client). 	1. <u>Prescribers:</u> Physicians or other health care providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription in order to be provided or dispensed to patients.	1. No IQVIA Data may be used, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their Prescriber community beyond this engagement. 2. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data 3. Vendor is not authorized under this Permitted
Social Media Analytics	Create process to identify and assess what is being said about Client across a spectrum of social interests on the internet		Use Definition to directly communicate with any Prescribers identified in the IQVIA Data. 1. No IQVIA Data may be used, directly or indirectly, to improve the size of the Vendor's Prescriber community beyond this engagement, nor to enhance claims or statistics that the Vendor releases concerning the size of their prescriber community beyond this engagement.
			prescriber community beyond this engagement. 2. No IQVIA Data may be used in any manner which would result in, or increase the likelihood of, identifying or isolating any entities or individuals (e.g., prescribers, patients) or any information associated with any entities or individuals which is not explicitly identified in the IQVIA Data.
			3. Vendor is prohibited from directly communicating with any Prescribers identified in the IQVIA Data.

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Software Application Implementation	1. Software Application Implementation – Client Offices: Vendor may have access to and use IQVIA Data in connection with the installation, configuration and testing of Software Application on behalf of Client. Access to and use of IQVIA Data authorizes the following: (i) installing copies of IQVIA Data on Client's computer system for use with the Software Application, (ii) using IQVIA Data for purposes of configuration and testing of the Software Application, and (iii) temporarily reading a copy of IQVIA Data into Vendor computers or devices connected to Client computers for purposes of installing IQVIA Data on Client's computer system for use with Software Application. 2. Software Application Implementation – Non-Client Offices: Vendor may have access to and use IQVIA Data in connection with the installation, configuration and testing of Software Application on behalf of Client. Access to and use of IQVIA Data authorizes the following: (i) installing copies of IQVIA Data on the computer system of the provider of Software Application Hosting services or SaaS services, as the case may be, (the "Service Provider") for use with Software Application, (ii) using IQVIA Data for purposes of configuration and testing of the Software Application, and (iii) temporarily reading a copy of IQVIA Data into Vendor computers or devices connected to the Service Provider's computer for purposes of installing IQVIA Data on the Service Provider's computer system for use with Software Application.	1. <u>Software Application</u> : refers to computer-based applications installed, third party hosted, or through Software as a Service (SaaS). 2. <u>Software Application Implementation – Client Offices</u> : refers to services in which Client retains Vendor to implement (i.e., plan, install, configure and test) Software Application on Client's computer system at a Client office and load data (i.e., install and test) for use with the Software Application. 3. <u>Software Application Implementation – Non-Client Offices</u> : refers to services in which Client retains Vendor to implement (i.e., plan, install, configure and test) Software Application on Vendor's or other vendor's computer system and load data (i.e., install and test) for use with the Software Application on that computer system. 4. <u>SaaS</u> : refers to services in which Client retains Vendor to (a) make Software Application owned or licensed by Vendor available for use by Client through Vendor's cloud computing or other hosted infrastructure, (b) manage administrative tasks associated with the operation of the Software Application, and (c) host data used by the Software Application. Software Application SaaS does not include Software Application Hosting.	1. For Software Application Hosting services and Software Application SaaS services, Vendor will not hold any IQVIA Data for common use for the benefit of two or more clients. All IQVIA Data will be segregated and separately maintained for each client.

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Source of Business Tracking	 Report weekly or monthly, for a specific market basket, on the longitudinal patient metrics/KPIs requested by the client, specifically: a. Native patient starts b. Switch to/switch from c. Continuing patients/scripts d. Add-on patients/scripts e. Restart different/restart same f. Report the above in the following dimensions: g. Patient age h. Patient gender i. Physician specialty j. Method of payment Depending on the therapeutic class and client need, the source of business can be reported at the product or the regimen level. 		 The final deliverables and results of the patient launch management and planning deliverable should be aggregated at the national level, with no sub-national or prescriber-level granularity. No transactional patient level file should be shared with the client.
Stakeholder Segmentation	1. Evaluate, for a specific market or pharmaceutical product, the volume and market impact of healthcare stakeholders such as: a. Payers (national level and local plans) b. IDNs/IHNs (Integrated Delivery/Health Networks) c. ACOs (accountable health organizations) 2. Evaluate the level of performance impact of Payers, IDNs/IHNs, and ACOs toward certain pharmaceutical products.		1. The final deliverables and results of the stakeholder segmentation study should be aggregated at the stakeholder level, with no prescriber-level granularity.

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System Integration	For purposes of Systems Integration involving systems or subsystems that use IQVIA Data.	 Application: refers to an MDM service. Application Software: refers to MDM Software. Client MDM Stewards: refers to the employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, make resulting changes to data controlled by Client, and/or (b) review file matching in order to resolve unmatched records. Client MDM Stewards do not and may not, directly or indirectly, contribute changes to or otherwise make or suggest modifications to Vendor's proprietary data. A Client MDM Steward may not become a Vendor MDM Steward prior to the nine-month anniversary of the last date of services as a Client MDM Steward. Information: includes any Data and Documentation, whether in its native form (i.e., in the form originally delivered by IQVIA to Client) or any other form held by Client (i.e., segregated or combined with other data), and any data or information derived in whole or in part therefrom. MDM (master data management): refers to the (a) reconciliation of conflicting reference information or (b) the appending of additional reference information, relating to individuals, organizations, plans, products or alignments based on business rules selected or approved by Client, with conflicting or additional information originating from various sources, including but not limited to reference information (i) obtained by Client from sales calls; (ii) derived from 	1. No Information may be downloaded into, accessed by or otherwise used in conjunction with MDM Software. 2. No Information may be used, directly or indirectly, to enhance, improve, update, validate, create, develop, benchmark or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property; provided, however, that Vendor may perform Client Specific Matching only to the extent that it is for the sole benefit of Client and does not otherwise enhance, improve, update, validate, create, develop, benchmark or have any similar effect on Vendor's data, information, technology, methodology or other intellectual, proprietary or intangible property. 3. No Information may be used, directly or indirectly, to cleanse, correct, match, de-duplicate, or perform any similar service on any other data, information, technology, methodology or other intellectual, proprietary or intangible property except for the sole benefit of Client in connection with the Permitted Use ("Client Specific Matching"). Subject to the limitations set forth above and elsewhere in this TPA Limited License Agreement, the Information may be used for Client Specific Matching. 4. Vendor may not download, print, copy, transfer or otherwise remove Information from Client's systems except as necessary to engage in the Permitted Use, and in no event shall Information be (a) downloaded to laptops/desktops except to an authorized Vendor employee password-protected laptop/desktop that is equipped with encryption technology preventing access except by the individual authorized Vendor employee or (b) downloaded to any portable media device (e.g., CD, DVD, flash drive, smart phone, etc) except as part of a deliverable to Client. 5. Vendor may not hold any Information for common use for the benefit of two or more clients (including, for example, through the creation or maintenance of linkages or bridge files between Information and any

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		Information (e.g., the reference information embedded in national and sub-national data and other IQVIA market research offerings); or (iii) sourced from public files (e.g., National Provider ID, Drug Enforcement Administration (DEA), state license numbers) or third party providers (e.g., database licensees of the American Medical Association). 6. MDM Software: refers to software developed to provide one or more MDM services, including but not limited to data integrating, matching, merging/unmerging, de-duplicating, affiliating, changing, visualizing, stewarding, governing and analyzing. 7. Systems Integration: refers to the process of bringing together the component computer subsystems into one system and ensuring that the subsystems function together as a coordinated whole, utilizing a variety of techniques such as computer networking, enterprise application integration, business process management or manual programming. 8. Vendor MDM Stewards: refers to the employees or agents of Vendor who (a) receive data inquiries and change requests from Client and utilize various market research and other tools and processes to validate such change request and, in certain circumstances, contribute resulting changes to Vendor's proprietary data, and/or (b) review file matching in order to resolve unmatched records.	other data). All Information will be segregated and separately maintained for each client, and will not exist within any crowd-sourcing platform or any other platform in which the Information, or any data or information derived in whole or in part therefrom, are made available to any party other than Client for the Permitted Use or used for the benefit of any other party or for any other purpose. 6. Access to the Information shall be restricted to employees of Vendor who need to access such Information in connection with the Permitted Use set forth above in this TPA Limited License Agreement. In no event shall Information be accessed by any employee or agent of Vendor with responsibilities involving the design or development of any of Vendor's (i) data sets or (ii) MDM Software, whether commercially offered or under development at the time of such access, that are directly or indirectly competitive with the Information accessed by Vendor (including the reference information contained therein). 7. Vendor MDM Stewards may not have access to Information. 8. Vendor shall designate an individual(s) within its organization who shall have primary responsibility for implementing and monitoring the appropriate controls to ensure compliance with the Agreement and this TPA Limited License Agreement. Vendor shall provide appropriate communications and/or training within its organization to ensure that its employees and agents are made aware of Vendor's obligations hereunder. Vendor shall promptly investigate, correct, record and report to IQVIA any instances of non-compliance with the Agreement or this TPA Limited License Agreement. 9. Notwithstanding any Permitted Uses authorized above, no Information may be used in a manner that is inconsistent with the terms and conditions of the restrictions set forth above or those set forth under the Agreement. The terms set forth in this TPA Limited License Agreement. The terms set forth in this TPA Limited

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			License Agreement are in addition to the terms set forth in the Agreement and in the event of any conflict between the terms in this TPA Limited License Agreement and the Agreement, these terms shall control.
Territory Alignment	In connection with its performance of Direct To Prescriber Communications to: 1. Assess Prescriber demographics and prescribing patterns for purposes of providing internal reporting to Client for Client's internal use in support of Client's sales force resourcing and sales territory alignment strategies. 2. Use IQVIA identifiers to identify Customers and link them with other data sources, provided no IQVIA Data shall be revealed or used at a level which is more granular than reported by the IQVIA Data. In addition to performance of the Territory Alignment by Vendor, Vendor may make IQVIA Data available in a Vendor software application which performs any of the analysis described above; provided, however, such software is only available for use by or for the benefit of Client when IQVIA Data is included ("Vendor Application").	1. <u>Customers</u> : means Prescribers or Purchasing Organizations, or both. 2. <u>Prescribers</u> : means physicians or other healthcare providers who are licensed and authorized under applicable law to prescribe pharmaceutical drugs or other medicines, remedies, or treatments requiring a prescription to be provided or dispensed. 3. <u>Purchasing Organizations</u> : means Prescribers, physician practices, healthcare providers, hospitals, clinics, long-term care facilities or other buying groups who have contracted or may contract with Client for the purpose of purchasing Client products.	