

Additional Terms

DXRX Purchased Services Terms

Last update: 20 July 2023 (Version 2)

Introduction: Where a DXRX User (or 'User', 'Client', 'you' or 'your') requests any Purchased Services, the relevant parties shall enter into an Order Form containing the agreed scope of Purchased Services and associated Deliverables pursuant to these Purchased Services Terms ("**Terms**"). These Terms are a set of Additional Terms (as defined under the general DXRX User Terms) and together with the Related Terms (as applicable) constitute the "**Agreement**" for Purchased Services. Capitalized terms not defined in these Terms shall have the meanings ascribed in the DXRX User Terms. These Terms shall be effective as of the date indicated in the relevant Order Form until terminated in accordance with the provisions of your Agreement.

Acceptance criteria: All Deliverables shall be deemed accepted by Client:

- (a) upon delivery, unless Client provides written feedback to Diaceutics within 14 days of delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable specifications in the Order Form (a "**Failed Acceptance Notification**"); or,
- (b) immediately upon Client's use of the Deliverables or parts thereof, following delivery.

Where Diaceutics receives a Failed Acceptance Notification, it shall use commercially reasonable endeavors to correct the Deliverables and enable acceptance. This acceptance process may be repeated up to two (2) times at no additional cost to Client. Diaceutics shall endeavour to provide written notice to Client of any expected failure or delay and use commercially reasonable efforts to avoid and minimize the impact of any such failure or delay. Diaceutics shall not be liable for any failure or delay in performance that results from an act or omission of Client.

Access to DXRX (where applicable) shall be governed by the DXRX User Terms.

Access to DXRX and support: shall be governed by the DXRX User Terms (and Support Policy governing uptime) (where applicable).

Access to DXRX and termination: Where DXRX access is provided:

- (a) at no additional charge (e.g., it represents a delivery mechanism only), Diaceutics may terminate or suspend Client's access for any reason, at any time and there will be no refund of fees paid under the relevant Order Form;
- (b) at an additional charge, Diaceutics may terminate or suspend any such access for any reason without notice. In such circumstances, you shall be entitled to claim a pro-rated refund of any relevant pre-paid fees in respect of access.

Assigned Deliverables: Subject to all undisputed fees due and payable having been received by Diaceutics in full and cleared funds, it is agreed that save for:

Third-Party Materials (licensed under a Third-Party License);

Diaceutics Materials; and,

Client Materials; all newly developed Intellectual Property Rights in all other aspects of the Deliverables are hereby assigned to you absolutely with full title guarantee (as applicable) by way of present and future rights and interest in the Intellectual Property Rights subsisting in the Deliverables.

You grant Diaceutics Group a non-transferable, non-exclusive and perpetual license to use the assigned Deliverables for its internal use.

Audit: Diaceutics agrees to maintain accurate and complete records of all data and/or other information relevant to the Purchased Services relating to a relevant Order Form (the "Records") during the longest term applicable to the Order Form up to a period of six (6) years. Diaceutics agrees to permit Client or any person or entity designated by Client to examine and audit the Records, with prior reasonable written notification and during normal business hours.

Authorized sharing of licensed Deliverables with a pharma co-promoter/ co-collaborator: Client shall be entitled to share the Deliverables with a third-party pharma collaborator PROVIDED THAT the terms of the Collaboration (including such collaborator's details, the defined purpose and duration of the license) is set out in the Order Form. Client shall be responsible for ensuring that the collaborator complies with all relevant aspects of the Order Form pertaining to access to and/or use of the Deliverables as if it were itself a party to the Order Form ("**Collaborator Access Conditions**"). Client shall be liable for any failure by the collaborator to act in accordance with the Collaborator Access Conditions and/or any legal or regulatory requirement. Within 30 days of the expiry date of the relevant Order Form (or by sooner termination), Client shall procure that the stated collaborator(s) shall certify any data Deliverables as destroyed and shall issue a copy of the certificate of destruction to Diaceutics upon request.

Billing & Payment: You will provide Diaceutics with a valid and acceptable purchase order or alternative document. You are responsible for providing complete and accurate billing and contact information to enable Diaceutics to invoice you at the intervals specified, or on the achievement of the milestones indicated in the Order Form. If no intervals/ milestones are so specified, Diaceutics shall invoice at the end of each month for the Purchased Services provided that month.

Client Materials, Review & Approvals Process and Client Warranty: Client is solely responsible for the authenticity, accuracy and legality of all Client Materials provided for inclusion in Deliverables. Diaceutics reserves the right to refuse to use Client Materials (including links) that it deems inappropriate or non-compliant with applicable laws or not in conformance with the relevant Order Form and shall inform Client of its decision. The parties may agree a review and approval process. Diaceutics will not obtain any rights in the Client Materials other than a non-exclusive, royalty-free license to use the Client Materials (including any Third-Party Materials contained therein) as is necessary for Diaceutics to perform the Purchased Services.

You shall promptly give notice in writing to Diaceutics if you become aware of any claim that any of your Intellectual Property Rights in the Client Materials infringe the rights of any third party.

You shall indemnify Diaceutics for and against all Losses incurred by Diaceutics if any part of the Client Materials supplied by you during the course of Diaceutics providing the Purchased Services infringes the Intellectual Property Rights of a third party. Diaceutics may choose to terminate the Agreement immediately without any liability or obligation to pay liquidated damages or other additional costs to you.

Data Protection: Each party shall, at its own expense, ensure that it complies with all applicable Data Protection Laws when processing Personal Data pursuant to an Order Form. To the extent that the nature of the Purchased Services requires Diaceutics to process Personal Data on your behalf, Diaceutics will act as a data processor and the terms of the DXRX Data Processing Addendum shall apply.

Data security obligations: The parties shall implement, use, and enforce reasonable and appropriate technical, physical,

administrative and organisational security measures and safeguards and exercise appropriate access and data use management by way of lawful operating procedures and policies to ensure use of the Deliverables are compliant with applicable laws.

Diaceutics Materials and Diaceutics Warranty: You will not obtain any rights in Diaceutics Materials other than a non-exclusive and non-transferable right to access or use such Diaceutics Materials for the sole purposes of utilizing the Deliverables for your internal business. Such right shall not be transferable except in connection with a merger or the sale or other transfer of a business to which such Deliverables relate. Diaceutics warrants that it has obtained all necessary approvals, authorizations, licenses, consents and waivers necessary for you to use the Diaceutics Materials as intended.

You shall promptly give notice in writing to Diaceutics if you become aware of:

- (a) any infringement or suspected infringement of any Diaceutics' Intellectual Property Rights; and/ or,
- (b) any claim that any Diaceutics' Intellectual Property Rights in Deliverables infringes the rights of any third party.

In the case of any matter falling within (a) and (b), Diaceutics shall:

- (i) in its absolute discretion, determine what action if any shall be taken;
- (ii) have sole authority to conduct, defend or settle the claim; and,

indemnify you against any Losses incurred by you as a result of such claim.

In the defense or settlement of any claim by Diaceutics under (ii), Diaceutics may procure the right for you to continue using the Deliverables, replace or modify the Deliverables so that they become non-infringing.

This clause states your sole and exclusive rights and remedies and the entire obligations and liability of Diaceutics, for infringement of any Intellectual Property Rights.

Diaceutics Obligations: Diaceutics shall use reasonable commercial efforts to:

- (a) provide the Purchased Services and deliver the Deliverables to you as set out in an Order Form in all material respects;
- (b) meet any performance dates or milestones specified in an Order Form (which unless otherwise stated in the Order Form, shall be estimates only and time for performance shall not be of the essence);
- (c) perform the obligations in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act, and good business ethics;
- (d) observe any Client policies and/or requirements relating to HCPs, pharmacovigilance, adverse events reporting, health and safety and security requirements to the extent they are applicable to the Purchased Services and have been communicated in advance to Diaceutics in writing; and,
- (e) appoint a key project representative as identified in the Order Form.

Diaceutics shall use all reasonable endeavours to ensure that the same person acts as Diaceutics' project manager during the Term of the Order Form but may replace that person from time to time where reasonably necessary.

Fees Payable: Fees payable for Purchased Services which may be accessible on or via DXRX shall be payable **within 30 calendar days** of receipt of the invoice (unless otherwise set out in an Order Form). The Order Form shall detail the relevant invoicing and payment obligations and mechanisms (including billing frequency). Fees shall be incurred from the point of initial delivery of the Services to you which you agree to pay in full without any set-off, counterclaim or deduction.

Unless otherwise agreed in the relevant Order Form, the applicable fees for DXRX Services are payable (in whole or in part) in advance and are exclusive of:

- (a) GST/VAT; and/ or,
- (b) any withholding taxes.

Except as otherwise specified in an Order Form,

- (i) the payment of fees is based on the purchase and not the actual usage;
- (ii) payment obligations are non-cancellable, and fees paid are non-refundable; and,
- (iii) Subscriptions cannot be decreased by Client during the relevant Subscription Term.

Free Services: Diaceutics may make Free Services available to you without charge as described in the Order Form until the earlier of:

- (a) the end of the Free Services period stipulated in the applicable Order Form; or,
- (b) termination by Diaceutics at our sole discretion without prior notice nor liability to you.

Free Trial: Diaceutics may make a Purchased Service available on a trial basis at no cost to you until the earlier of:

- (a) the end of the Free Trial period stipulated in the applicable Order Form; or,
- (b) the start date of a Purchased Service that is purchased prior to the end of the Free Trial period that is the same or similar to the Purchased Service covered by the Free Trial; or,
- (c) termination of the Free Trial by Diaceutics at our sole discretion. Any Contribution Content entered during the Free Trial period may be permanently lost unless a Purchased Service the same as the Purchased Service covered by the Free Trial is purchased prior to the end of the Free Trial period.

Insurance: Each party shall maintain, throughout the Term of the Agreement (and for a minimum of three (3) years thereafter), appropriate insurance cover with a reputable insurance provider to cover any potential contractual claims hereunder and shall provide the other with written evidence of the same upon request.

Liability & Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED UNDER THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OR DEPLETION OF PROFITS, BUSINESS, GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT AND TO THE MAXIMUM PERMITTED BY APPLICABLE LAW:

- (a) IN THE CASE OF A FREE TRIAL OR FREE SERVICE, DIACEUTICS SHALL HAVE NO LIABILITY; AND
- (b) DIACEUTICS' MAXIMUM AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH A PURCHASED SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID UNDER THE RELEVANT ORDER FORM DURING THE TWELVE (12) CONTINUOUS MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE RELATED CLAIM AROSE.

License (in Deliverables): Licensed Deliverables in whatever media provided are proprietary to Diaceutics, its Affiliates and/ or

licensors. Diaceutics grants a non-transferable, non-exclusive and perpetual license to Client for its internal use. Except as otherwise permitted herein, Client agrees not to sell, publish, disclose or otherwise transfer, make available or sublicense the licensed Deliverables to any other party. The license term in the Deliverable shall commence on the Delivery Date set out in the Order Form.

License conditions (data): Client's use of the licensed data Deliverables must be compliant with all applicable laws and Client shall not unlawfully use the Deliverables (or allow another person, entity or third party) to:

- (a) re-identify or attempt to re-identify one or more data subjects; or,
- (b) link, combine other data, re-engineer or modify the data in any way that could result in the re-identification of any data subject (including identification of any original source).

Overdue Charges: If any invoiced amount is not received by Diaceutics by the due date, then without limiting Diaceutics' other rights or remedies:

- (a) those charges may accrue late interest equivalent to the maximum rate permitted by law, and/ or,
- (b) Diaceutics may accelerate your unpaid fees payable in relation to all other Purchased Services so that all such payment obligations become immediately due and payable; and/ or,
- (c) Diaceutics may condition the payment of future fees in respect of Purchased Services on payment terms shorter than those initially specified; and/ or,
- (d) Diaceutics may suspend the provision of any Purchased Services and your access to them on or via DXRX until such amounts are paid in full, provided that, Diaceutics will give you at least 10 days' prior notice that your account is overdue before suspension. If access to the Purchased Service is reinstated, no credit shall be provided in respect of fees paid for any period of non-use for any reason. Diaceutics may terminate a Purchased Service with no liability if such suspension continues for a consecutive period of twelve (12) month; and, or,
- (e) terminate the Agreement.

Pre-Existing Rights: All Pre-Existing Rights belong to and shall continue to belong to Diaceutics Group and/ or its licensors or you and your licensors, as the case may be, and other than the limited rights expressly granted under the Agreement, neither party grants any license of, right in, or makes any assignment of, any of its Pre-Existing Rights.

Program Debarment/Exclusion under the FD&C Act: Diaceutics represents and warrants that neither Diaceutics nor any representative directly involved with the performance of the Purchased Services has been debarred under subsections (a) or (b) of Section 306 of the Federal Food, Drug and Cosmetic Act, as amended, 21 U.S.C. Section 335a(a) and (b) (the "FD&C Act") or has been excluded, debarred, suspended or otherwise ineligible to participate in a federal health care program, (e.g., Medicare or Medicaid) or government procurement or non-procurement program in connection with its performance of the Services. If Diaceutics or any of its representatives directly involved with the performance of Purchased Services is subsequently excluded, debarred, or otherwise ruled ineligible to participate in a federal or state health care program, Diaceutics agrees to immediately notify Diaceutics of such debarment, exclusion, or suspension in writing. Diaceutics shall also immediately notify Client in the event Diaceutics or any of its representatives directly involved with the performance of the Purchased Services has been proposed for exclusion from participation in any federal healthcare program or charged with a criminal offense which, if convicted, would result in mandatory or discretionary exclusion by the Secretary of Health and Human Services. In the event of any failure to comply with this, Client may immediately terminate the relevant Order Form.

Publicity: Diaceutics shall not originate any publicity, news release or other announcement, written or oral, whether made to the public press or others (each, an "Announcement"), relating to performance under the Agreement, except with the permission of Client (such consent not to be unreasonably withheld or delayed) or where required by law. If required by law to make any Announcement, the party required to do so shall to the extent legally permissible and technically possible always:

- (a) consult with the other party in connection with said Announcement a reasonable time prior to its release to allow the other party to comment; and
- (b) promptly provide the other party with a copy of the released Announcement.

Required training: Diaceutics acknowledges that it may be required to undergo certain training sessions as stipulated by Client to the extent required.

Sharing licensed Deliverables with licensee's third-party vendors: Diaceutics will use commercially reasonable efforts to facilitate Client's request for certain Deliverables to be licensed to a third-party under a limited use license for a pre-defined purpose and solely for the benefit of Client by issuing and signing a Third-Party Access Agreement (TPAA) with such third-party.

Subcontracting: Diaceutics shall not, without notifying Client, subcontract any part of the Purchased Services under the Agreement to any third party. Diaceutics shall have full and complete responsibility for all actions of third-party subcontractors.

Subscription Term: Where there is a fixed term, there are no automatic renewals, and your Subscription shall automatically terminate. Renewal Subscription Terms shall be automatic until terminated by either party serving not less than the Notice Period stated prior to the expiration of the then current Subscription Term. Client's request to terminate should be sent to the Diaceutics' representative in the Order Form in writing. Any termination will be effective from the expiry of the then current Subscription Term.

Taxes: Applicable fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchase of Purchased Services. If Diaceutics has the legal obligation to pay or collect Taxes for which you are responsible for, Diaceutics will invoice you and you will pay that amount unless you provide Diaceutics with a valid tax exemption certificate authorized by the appropriate taxing authority in advance. For clarity, Diaceutics is solely responsible for taxes assessable against it based on its income, property, and employees.

Term: Subject to sooner termination as provided for in the Agreement, the Term (as applicable) of an Order Form shall be as specified in the Order Form.

Termination of refresh frequency for Subscriptions: Diaceutics may at any time suspend or terminate the refresh frequency stated. Client shall be entitled to claim (within 90 days of the termination date) a pro-rated refund of any relevant fees pre-paid for the refreshes not provided, calculated over the then current Subscription Term on a pro-rata basis. Despite the suspension or cessation of the data refreshes, the Subscription Term shall continue until a party serves notice to terminate.

Termination; Consequences:

Termination for convenience. Unless otherwise stated herein (or in the terms of an Order Form thereby modifying these Terms), neither party shall be entitled to cancel (in whole or part) an Order Form for Purchased Services.

Termination for cause. Without affecting any other right or remedy available to it, either party may terminate the Agreement or an Order Form (or part thereof) with immediate effect by giving written notice to the other party if: the other party commits a breach of any other term herein (or in the relevant Order Form) which breach is irremediable (or, if remediable, fails to remedy that breach within a period of 60 days after being notified in writing to do so); or, if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts.

Consequences. On termination of the Agreement or any Order Form (or part thereof) for any reason, you shall immediately pay Diaceutics in respect of all work performed including non-refundable expenses incurred up until the termination date and all of Diaceutics' outstanding unpaid invoices and interest. In respect of any Purchased Services supplied but for which no invoice has yet been submitted, Diaceutics may submit an invoice, which shall be payable immediately on receipt.

Third-Party Materials: All Third-Party Materials are the exclusive property of their respective owners. Diaceutics shall inform you of any need to obtain a Third-Party License, at your expense, and unless otherwise provided for by Diaceutics in agreement with you or on your behalf, you shall obtain the license(s) necessary to permit your use of the Third-Party Materials consistent with the usage rights required.

Transparency reporting: To the extent Client instructs Diaceutics to make fair market value payments on its behalf to any Healthcare Professional (or, "HCP") or Customer, Diaceutics agrees to provide all relevant details of such payments to Client upon written request to enable Client to submit the disclosures to the relevant authorities. For the avoidance of doubt, in respect of the lawful and compliant engagement of Customers and/ or HCPs, Client will be solely responsible for all regulatory matters in respect of compliance with applicable laws and regulations (inclusive of making any required timely declarations, applications and filings to relevant authorities and in respect of local laws (including anti-gift laws)).

Your Obligations: You shall, as reasonably required:

- (a) co-operate with Diaceutics and its representatives on all matters in a timely manner and at no charge, provide access to your premises (where required);
- (b) obtain and maintain all necessary licenses and consents and comply with all relevant legislation to enable Diaceutics to lawfully provide the Purchased Services.

If Diaceutics' performance of its obligations under these Terms is prevented or delayed by your act or omission or that of your agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Diaceutics shall be allowed an extension of time to perform its obligations at least equal to the delay caused by you.

Change Orders & Our Client Commitment to be agile

Being agile enables Diaceutics to respond quickly to client needs and market dynamics. Diaceutics recognises that changes to the project may be required as we collaborate together. Diaceutics may accommodate such changes by implementing an amendment/change order to modify the project.

Defined Terms not otherwise defined in the DXRX User Terms

Client Materials: refers to materials that belong to you or your licensors which are made available by you for the purposes of the Purchased Services and/or incorporation into the Deliverables, including Pre-Existing Rights.

Customer: shall mean any purchasing group, hospital, medical school, academic institution, managed care organization, pharmacy, pharmacy chain, drug wholesaler, health benefits administrator, formulary member, disease specific advocacy group, and nursing home.

Delivery Date: as set out in the relevant Order Form.

GST or VAT: means the goods and services tax or any equivalent sales tax chargeable in the United Kingdom, Republic of Ireland, United States of America, or the Republic of Singapore (as applicable).

Healthcare Professional (or, HCP) shall mean any physician, medical student, nurse, nurse practitioner, physician assistant, pharmacist, licensed social workers, and any other person legally authorized to prescribe a prescription drug product and any other office employees, staff, or other medical personnel in any office, facility or setting, and/or employees of customers who may influence formulary decision making or prescribing habits.

Notice Period: as set out in the relevant Order Form.

Subscription: refers to the subscription-based delivery of and/ or licensed access to, data or content asset Deliverables, in accordance with the scope as described within the relevant Order Form.

Subscription Term: refers to the duration of the Subscription which may be a fixed term, or an initial term with one or more renewal terms.

Third-Party License: means any license required in respect of Third-Party Materials.

Third-Party Materials: means third party materials which are incorporated into the Deliverables supplied by DXRX Member to Diaceutics, or on DXRX Member's behalf directly via a third party.