1. SERVICES: IMS shall provide to CLIENT data, information, documentation, software, analysis, applications, solutions and/or consultancy services (the "Services") described in each statement of work or other form of document ("SOW") referencing this IMS Health Licensing and Services Agreement, using reasonable skill and care. CLIENT shall provide all relevant information reasonably required for IMS to provide the Services.

2. LICENSE: The following licenses are granted by IMS to CLIENT of one or more deliverables, which may include but are not limited to information files (including data and database files), software files, reports, and presentations, any of which may be in computerized and/or tangible form and any derivatives of the foregoing ("Deliverables"). Subject to CLIENT having complied in full with its obligations set out in the Agreement, the Deliverables will become the property of CLIENT, with the exception of any IMS Data incorporated or embedded therein, which is deemed to be and remain the sole and exclusive property of IMS. IMS grants to CLIENT a non-exclusive, non-sublicensable and non-transferable license to the IMS Data contained in the Services or such Deliverables for its direct and internal benefit and use, and, where any Licensed Site(s) are set out in the relevant SOW, exclusively at those Licensed Sites. Any access of Deliverables or IMS Data by third parties shall be subject to IMS prior written consent, and such third party shall be bound by terms of a third party access agreement or similar agreement. "IMS Data" shall mean any and all data, databases, data models, software, methodologies, know-how, ideas, concepts and discoveries and other materials compiled, obtained and/or generated by IMS in its performance of the Services and preparation of the Deliverables, and any derivatives of the foregoing. IMS Data shall remain the sole and exclusive property of IMS. IMS does not grant, and CLIENT does not receive, any other interest in any Services or Deliverables, except for those rights explicitly granted in this Agreement. In the event CLIENT provides IMS with feedback or suggestions in respect of the Services or IMS Data, CLIENT agrees that IMS shall retain sole and exclusive ownership of the Services and IMS Data, as currently existing or modified over time, unless otherwise agreed in writing by IMS in advance. CLIENT shall not remove from, alter, modify, deface, erase or destroy any copyright notice, proprietary notice or legend on any data, files or IMS Data, which is expressly recorded in any IMS Data, or fail to preserve or denote all copyright and other proprietary notices with respect to all IMS Data.

3. PAYMENT: Unless otherwise specified in the SOW, CLIENT shall pay the amount of each invoice from IMS within thirty (30) days from the date of the invoice. If CLIENT fails to pay any amount when due, CLIENT shall pay, in addition to the invoice amount, interest at a rate equal to the London Interbank Offered Rate (LIBOR) plus 5% (five per cent) per annum on the unpaid amount, or such other amount as is identified in the SOW or any Special Terms and Conditions, beginning thirty-five (35) days from the date of the invoice until such amounts are paid. CLIENT shall have the exclusive responsibility for paying all applicable taxes, duties, fees or other governmental charges based on its respective tax obligations.

4. CONFIDENTIALITY: Neither party shall communicate, disclose or provide to any third party any information provided by one party to the other in connection with this Agreement which is identified at the time of its disclosure as confidential or which, by the nature or type of information, reasonably should be regarded as confidential information (collectively "Confidential Information"). "Confidential Information" does not include information: (i) available in the public domain; (ii) independently developed by or on behalf of the receiving party; (iii) disclosed to the receiving party through no fault of the receiving party; or (iv) disclosed to the receiving party by a third party who is not bound by any confidentiality or non-disclosure agreement with the disclosing party. Notwithstanding the foregoing, Confidential Information shall be considered Confidential Information if and only if CLIENT shall promptly notify the disclosing party so that the disclosing party may seek any necessary protective measures.

5. TERMINATION AND EXPIRATION: a. This IMS Health Licensing and Services Agreement shall become effective with respect to any SOW issued hereunder as of the date of any such SOW and shall continue with respect to such SOW until the expiry or earlier termination thereof. Each SOW issued hereunder shall be independent of all other SOWs and the expiration or termination of any SOW shall not affect the applicability of this IMS Health Licensing and Services Agreement to other SOWs. b. Either party may terminate any SOW: i. upon thirty (30) days' written notice to the other party in the event of a material breach of this Agreement or any SOW (except in the case of force majeure) by the other party that has not been cured within such thirty (30) day period; or ii. immediately where any license or confidentiality restrictions, intellectual property rights, data protection provisions or payment obligations are breached by the other party, or in the case of insolvency of the other party. CLIENT's license in the IMS Data shall immediately terminate in the event of any termination by IMS pursuant to (i) or (ii) above.

6. WARRANTIES AND LIMITATION OF LIABILITY: The warranties are provided on an "as is" basis without any further warranties of any kind. IMS's liability for any claim arising out of or in connection with this Agreement or any SOW issued hereunder shall be limited as follows: a. in respect to liability for any incidental, consequential or special damages, lost business or anticipated savings, lost profits or third party claims, whether foreseeable or not, even if IMS has been advised, knew or should have known of the possibility of such damages; and b. IMS's total liability, if any, shall not exceed the total fees (excluding taxes) paid by CLIENT under the applicable SOW over the last twelve (12) months with respect to the affected Service or Deliverable and any portion thereof.

7. DATA PROTECTION: a. CLIENT shall comply with any usage restrictions set out in this Agreement. Without limiting the foregoing, CLIENT shall not without first obtaining IMS's written consent attempt to reverse engineer or analyze the Services or Deliverables for the purposes of (a) re-identifying methodologies or processes used to produce the Services or Deliverables, or (b) identifying or reconstructing any proprietary table of contents, frame, interface or other conceptual or visual materials or other non-public aspect of any Services or Deliverables provided to CLIENT. b. To the extent (if any) that either party receives or provides personally identifiable information ("PII") about any individuals in the course of performing or receiving Services under this Agreement, the parties agree that they will comply with all applicable data privacy laws to the extent applicable to that party. IMS agrees that it will collect, store, use, disclose and process PII in connection with its performance of Services under this Agreement only on behalf of and for the benefit of CLIENT in accordance with this Agreement and CLIENT's written instructions or as permitted or required by law. CLIENT agrees that any PII relating to CLIENT's employees, consultants and agents provided to IMS in connection with this Agreement and the performance of the Services shall be used only as required to fulfill the obligations of CLIENT under this Agreement, as directed by CLIENT, in accordance with the provisions of the Services, and to identify and inform CLIENT (including CLIENT's employees, consultants and agents) of additional IMS products and services which may be of interest to them. To the extent (if any) that PII is transferred across national boundaries in connection with the performance of Services under this Agreement, the parties agree that any such transfer will comply with all applicable data privacy laws. In addition, the parties agree that all such PII shall be protected pursuant to appropriate security safeguards, including any such safeguards required by applicable law.

8. MISCELLANEOUS: a. Entire Agreement: This Agreement and each SOW constitutes all of the terms and conditions applicable to the subject matter hereof and supersede all prior agreements or communications between the parties thereto. b. Assignment: No assignment of this Agreement or any SOW shall be made by either party without the prior written consent of the other party. c. Governing Law: This Agreement and each SOW issued hereunder and all matters arising out of or related thereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the provisions thereof relating to conflicts of law. d. Severability: Should any provision of this Agreement be determined to be invalid or unenforceable by a judicial or regulatory authority, the remainder shall not be affected and this Agreement shall be carried out as nearly as possible according to its original terms and intent.