

General terms and conditions of iWISE Health Portal Services and iWISE API Materials

1. Introduction

These general terms and conditions for access and platform use apply to all services of the iWISE Health Portal ("iWISE Services") from Pharmaq Analytiq AS ("PA" or "Supplier"), including the use and access to the materials, software, data and information on the platform (collectively "iWISE Portal"), and the application programming interface, including the API Token as defined below (collectively "API Services").

The following terms and conditions apply accordingly and in addition to PA's general terms and conditions of sale and delivery.

By accessing or using the iWISE Portal and/or the API Services, you acknowledge that you have read, and agree to abide by, these iWISE terms and conditions and PA's general terms and conditions. If you are unable to comply with the current or any future versions of these agreements, you must immediately cease all use of the iWISE Portal and API Services.

2. API Services

Once the registration on the iWISE Portal has been approved by PA, the Customer can be authorized to use the API Services to transfer analysis data from the iWISE Portal subject to the restrictions, conditions and limitations in this Agreement. To use the API Services, the Customer must use the approved developer key token provided by PA ("API Token").

PA may permanently or temporarily revoke the Customer's API Token or terminate or limit any use of the API Services if the Customer, or any user within the company provided with such user access, breaches this Agreement. PA may also revoke, terminate or limit the use of API Services if PA otherwise object to the Customer's or any within the company's use of the API Services, including but not limited to, uses that is not in PA's best interest or uses that replicate PA's sites, services or products or is deemed by PA to be a security risk. PA reserves the sole right to determine whether the use of the API Services is acceptable. If you are unsure if a certain use of the API Services is permitted or if there is a use case you would like to see covered that is not currently supported by the API or this Agreement, please contact PA at: iwise.support@zoetis.com

3. Supplier's performance

The Supplier shall provide the Customer with access and the right to use the iWISE Portal, hereto a personal, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access and use the iWISE Services based on the content of the relevant subscription (Basic, Advanced, iWISE Insights and/or API) (**iWISE Services**). PA has no obligation to ensure that an upgrade of the API Services or the iWISE Portal will be compatible with existing or planned use based on data transfers over the iWISE API.

PA shall manage and operate the iWISE Portal in accordance with applicable laws and regulations. The Supplier reserves the right to, at its own discretion, change the way iWISE Services including API Services are provided, how the iWISE Portal is presented, programmed, designed and otherwise operated, including the right to create, modify and enforce controlling mechanisms such as a rate limiting structure for use of the API Services. PA also reserves the right at any time to modify or discontinue, temporarily or permanently, the API Services, the Customer's use of the API Services, or any portion thereof with or without notice. Such changes will not entail any right for the Customer to compensation or other considerations.

Access to and use of the API Services and the iWISE Portal are currently provided at no charge, except for subscriptions and order of services as stated in section 5. PA reserves the right to charge the use of the API Services and/or the iWISE Portal in the future upon written notice.

The Supplier may otherwise at any time change these general terms and conditions. Unless otherwise required by applicable laws, PA will provide the Customer with a notice of any material changes to the terms and conditions.

4. Customer's responsibilities

Access and use. The Customer is responsible for any and all activities that occur under its account, including to maintain the confidentiality of any non-public authentication credentials (passwords) associated with the use of the Services, and to grant and revoke access to its account. The Customer agrees to not access iWISE Services by any means other than through the interfaces that are provided by the Supplier. The Customer is also responsible for all use that occurs under the API Token in question, including any activities by the Customer or other employees in the company, contractors or agents, and have the sole responsibility for the confidentiality and sharing the API Token within the company it is issued for.

Notification of security incident. The Customer must promptly notify the Supplier following the discovery of any possible misuse, unauthorised use or any security incidents related to the iWISE Services, including if the Customer believes unauthorized access to its API Token has occurred or will occur.

Limitations to transfer of data: Except as permitted under the General terms and Conditions of Sale, the Customer may not collect, use, store, aggregate or transfer any information from or pertaining to iWISE in any manner except as expressly permitted by PA for the use of the API Services. The Customer agrees not to transfer or disclose any data to any third parties, except as expressly permitted by this Agreement, the Customer's then-current privacy policy, and in full compliance with all applicable laws. The Customer may not, directly or indirectly, disclose, market, sell, license or lease any data or other information from or pertaining to iWISE Services to any third party.



Representation and warranties. The Customer represent and warrant that (i) the account(s) and its use will not breach any applicable laws or infringe upon, misappropriate, or otherwise violate any third-party rights (including intellectual property rights of privacy and publicity), (ii) all information the Customer provides related to iWISE Services is true, accurate and complete, (iii) the Customer will not use iWISE Services or any data obtained using the iWISE Portal or API Services to identify, exploit or publicly disclose any potential security vulnerabilities, and (iv) the Customer will not reverse engineer, decompile, disassemble, or derive source code from iWISE Services.

The Supplier may at its sole discretion reject, suspend and/or terminate the account if the Customer does not comply with any of the abovementioned warranties, and terminate or limit any use of the iWISE Services including the API Services as described in section 2. PA may monitor the Customer's use of the iWISE Services to improve the API Services or the iWISE Portal, and to ensure compliance with this Agreement.

5. Payment

Prices are determined based on the relevant subscription (Basic, Advanced, iWISE Insights or API), as stated in the specific Customer Agreement and are valid as of the Customer Agreement Date. Alternatively, for Customers without a specific Customer Agreement, the price is determined when the Customer select to subscribe to a feature where it is expressly informed that the service is paid. The Supplier may amend the prices at its own discretion upon written notice of 1 month. The Customer accepts the responsibility to ensure that services ordered through iWISE will be paid for.

In addition to the prices quoted, the applicable VAT, material costs and postage and handling fees are applicable at current rates. In the event of late payment, the interest rate is accrued in accordance with the provisions of the Norwegian Interest on Late Payments Act without limiting the Supplier's remedies. Accrued interest is added to the principal amount at the end of each year.

All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Norwegian law).

6. Confidentiality and Data Protection

Each Party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination or expiry of the Agreement disclose or in other ways make available to any legal or natural person any information, data, materials, know-how, methodologies, documentation and software relating to the iWISE Services that is not generally known by the public, including but not limited to information concerning the business, affairs, customers, clients or suppliers of the other party, except as required by law. Such information is confidential and proprietary to PA. Notifiable diseases shall be reported in accordance with applicable laws and regulations. An exception to this non-disclosure obligation is the Supplier's right to utilize data in an aggregated form or to present data in designs that do not disclose specific identifiers pertaining to the origin of the data.

The Customer agrees to comply with all applicable laws and regulations in connection with the collection, security and dissemination of any personal or analysis data before, during and after taking the iWISE Services, including the API Services, in use. Both parties are, pursuant to mandatory Data Protection Law (GDPR), responsible of implementing reasonable technical and organizational security measures, including taking account of the measures described in Art. 32 (1) of the GDPR, to maintain security and protect personal data, integrity and confidential data. The Customer is responsible for protecting all data that the Customer access or collect from the iWISE Services including but not limited to iWISE user personal, activity data and analysis data. The Customer is solely responsible for the confidentiality of the API Token and takes responsibility for sharing of this within the company it is issued for.

The Customer understands that the Supplier cannot guarantee absolute security of the account, content or personal data exposed through the iWISE Services due to failure of security mechanisms in terms of third-party hackers' ability to illegally accessing the services or its contents.

The Customer is responsible for designating at least one user as a Producer Admin or Healthcare Admin (depending on the company type the Customer is categorized by), which administrates the Customer's internal users in terms of privileges pertaining to which farm sites the users can access data to. The Customer's Admin user hereby acknowledge the responsibility and risk associated with providing selected farm sites access to the company's data and guarantees that the appointment of selected farm sites is in accordance with the company's decision. The Customer's Admin must be able to document which farm sites have been shared and what users have been granted access and that the decision was made at an appropriate level internally within the company.

The Customer agrees that Supplier may collect certain use data and information related to the Customer's use of the iWISE Services in connection with its usage data.

7. Proprietary rights

The Supplier or the Supplier's licensors have full and unlimited copyright and property rights and all other intellectual property rights to all technical solutions, content and methods deriving from iWISE Services and any data deriving thereof (**Protected Property**). The Customers shall not copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell assign, sublicense, grant a security interest in or otherwise transfer any right in iWISE Services, except if permitted by mandatory applicable law. The Customer agrees to not modify, rent, lease, loan, sell distribute and create derivative works based on services provided through iWISE Services. Technical or methodological solutions or inventions developed in connection with the Parties' cooperation shall belong to the Supplier.

The term iWISE, the iWISE logo and other iWISE logos and products and service names are the exclusive trademark of and are owned by the Supplier. The Customer is not entitled to use or display such trademarks in any manner without the Supplier's prior written consent. Any third-party trademarks or service marks displayed on the iWISE Services are the property of the respective third-party owners.



<p>In the event the Customer chooses to provide PA with feedback, suggestions or comments regarding the iWISE Services, or the use thereof, the Customer agrees that PA will be free to use, copy, modify, create derivative works, distribute, publicly display, publicly perform, grant sublicenses to, and otherwise exploit in any manner such feedback, suggestions or comments, for any and all purposes, with no obligation of any kind to the Customer.</p>
<p>8. Breaches</p>
<p>It shall be considered a breach of contract if a Party fails to fulfil its obligations under this Agreement. It shall not be considered a breach of contract if the situation is due to circumstances related to the other Party or force majeure. Either one of the Parties are required to make a complaint, without undue delay, and in writing as soon as a breach has been discovered or should have been discovered. Failure to do so waves the right to invoke such a breach. This does not, however, apply to the Customer's breach of its payment obligations. In the event of a serious breach of contract, the affected Party may terminate the Agreement with a prior written notice. However, the other Party must be given a reasonable time to resolve the issue prior to that. In the event of the Customer's breach of contract or failure to respond to requests from the Supplier, the Supplier has the right to refuse carrying out their services and delete the relevant account and information related to the account. The agreed deadlines will be postponed by a period corresponding to the period of time the Customer's breach or non-response exists. The Supplier may claim compensatory damages which can reasonably be attributed to the Customer's breach.</p>
<p>9. Limitations of liability and disclaimer of warranties</p>
<p>The iWISE Services are provided on an "as is" basis. The Customer bears the risk of using iWISE Services. The Supplier provide no warranties, guarantees or conditions, whether express, implied, statutory, or otherwise, including warranties of merchantability and non-infringement. The Supplier does not guarantee that iWISE Services will be uninterrupted or error-free. The Customer agrees that PA shall not be liable to the Customer or to any third party for any access, use, modification, suspension or discontinuance of the iWISE Services or any portion thereof, and PA shall not be liable for any costs, liabilities, losses, expenses, or damages that may result from termination of this Agreement or the Customer's access to the iWISE Services.</p> <p>Reference to liability in this clause include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. To the extent permitted by applicable law, the Supplier is not responsible for any errors, delays or deficiencies due to, in whole or in part, circumstances arising by non-compliance with the instructions provided by the Supplier. The Supplier is neither responsible for indirect, special, incidental or unpredictable losses, nor consequential losses of any kind, including losses due to service disruptions, continued/inappropriate operations or lost profits, loss of use, lost data or failure of any kind (including lost profits, business or loss of agreements or contracts). In any event, total compensation and the Supplier's total liability for any claim, liability or costs of any kind are limited to the max. amount of 50,000 NOK.</p> <p>This clause shall survive termination or expiry of the Agreement.</p>
<p>10. Force Majeure</p>
<p>Should an extraordinary situation beyond a Party's control arise which makes it impossible to fulfil the obligations under this Agreement and which, in accordance with Norwegian law, must be regarded as force majeure, the other Party must be notified thereof as soon as possible. The affected Party's obligations shall be suspended as long as the situation exists. The other Party's corresponding service shall be suspended during the same period. In the event of force majeure, the other Party may only terminate the Agreement with the consent of the affected Party, or if the situation lasts or is expected to last for more than three (3) months from the time the situation arises, and with at least one (1) months' notice.</p>
<p>11. Termination</p>
<p>The agreement may be terminated by the Customer at any time by deleting the account and discontinuing use of iWISE Services and providing written notice of such termination to PA at iwise.support@zoetis.com. The Customer shall promptly cease using and permanently delete API Token, documentation and inactivate any processes fetching data related to the API Services provided hereunder and so certify in writing to PA. Upon termination, the contact information and preferences will be removed in accordance with applicable laws and regulations. The Customer may choose to only discontinue the API Service specifically, by providing written notice of such termination to PA at iwise.support@zoetis.com.</p> <p>PA may terminate these terms and conditions, any rights granted herein, and/or the Customers access to iWISE Services at any time, with or without prior notice. Without limiting PA's other rights, PA may also suspend or limit the Customers access to iWISE Services immediately without notice if PA are required to do so by applicable laws, to prevent or address security issues, if PA believes that the Customer or any representative hereto, have violated these terms and conditions, or to otherwise avoid harm to PA or PA's products, services, reputation, or customers.</p>
<p>12. Assignment</p>
<p>The Customer must not, without the Supplier's prior written consent, assign, transfer or handover any of its rights, responsibilities or obligations under this Agreement. The Supplier has the right to assign, transfer and handover all of its rights, responsibilities and obligations under this Agreement to another company within the company group of Zoetis Inc.</p>
<p>13. Applicable law and legal venue</p>
<p>These general terms and conditions for iWISE Services are governed by Norwegian law. The parties adopt the Oslo District Court as the legal venue.</p>

