



VEEVA MASTER SUBSCRIPTION AGREEMENT

This Veeva Master Subscription Agreement is entered into by and between Veeva Systems Inc., a Delaware public benefit corporation with its principal place of business at 4280 Hacienda Drive, Pleasanton, CA 94588 (“Veeva”) and the “Customer” as defined in an Order Form referencing this Agreement.

Customer agrees to the terms of this Agreement by executing an Order Form that references this Agreement. The order form signatory represents that they have full authority to bind the company and its Affiliates to the terms and conditions of this Agreement, in which case the term “Customer” shall refer to such entity and its Affiliates as defined below. If the signatory does not have such authority, or does not agree with the terms and conditions of this Agreement, such signatory must not accept the terms and conditions of this Agreement and shall have no rights of access or use of the Software. Veeva reserves the right to refuse to enter into any Agreement and/or Order Form signed by a Customer, in its reasonable discretion.

This Agreement is effective between Customer and Veeva as of the date of the last party’s acceptance of the applicable Order Form referencing this Agreement (the “Effective Date”).

The parties agree as follows:

1 DEFINITIONS.

1.1 “Affiliate” means any entity Controlled by, Controlling, or under common Control with a party to this Agreement.

1.2 “Agreement” means this Veeva Master Subscription Agreement and any exhibits, schedules, amendment, addendums, or appendices hereto and documents incorporated herein, and any Order Forms or SOWs referencing this Agreement. Veeva reserves the right to update the terms and conditions of this Agreement at any time and, Veeva will notify Customer of such update in, and the update will become effective as of the date of, the first new Order Form referencing this Agreement.

1.3 “Confidential Information” has the meaning set forth in Section 7.

1.4 “Control” means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).

1.5 “Customer Data” means any and all information entered or uploaded to the Software by or on behalf of Customer or an Affiliate.

1.6 “Data Analysis Provider” has the meaning set forth in Section 3.4.

1.7 “Data License” has the meaning set forth in Section 3.

1.8 “Data Products” means certain Veeva proprietary datasets ordered by Customer via one or more Order Forms.

1.9 “Data Provider” has the meaning set forth in Section 3.4.

1.10 “DCRs” has the meaning set forth in Section 28.3.

1.11 “Deliverable” means all custom developed documents, designs, and other materials authored or prepared by Veeva for Customer pursuant to a SOW. The term “Deliverable” does not include the Software (including all modifications and/or enhancements to the Software), the Software documentation, the Data Products, the Methods, Veeva’s proprietary education and training content, and Veeva Professional Services Tools.

1.12 “Embedded Data” has the meaning set forth in Section 28.4.

1.13 “Force Majeure Event” has the meaning set forth in Section 22.

1.14 “Initial Term” has the meaning set forth in Section 2.1.



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- 1.15 “**Methods**” has the meaning set forth in Section 3.2.
- 1.16 “**Mobile Apps**” has the meaning set forth in Section 3.1.
- 1.17 “**Order Form**” has the meaning set forth in Section 4.
- 1.18 “**Professional Services**” has the meaning set forth in Section 6.
- 1.19 “**Renewal Term**” has the meaning set forth in Section 2.1.
- 1.20 “**Retained Data**” has the meaning set forth in Section 28.4.
- 1.21 “**Retrieval Period**” has the meaning set forth in Section 3 of Exhibit A.

1.22 “**Service Description Document**” means the document titled “Service Description Document,” which includes functional descriptions of all of Veeva’s commercially available products. The current version of the Service Description Document will be provided to Customer by Veeva any time during the Term upon request.

1.23 “**Software**” means Veeva’s commercially available software applications ordered by Customer via one or more Order Form(s).

1.24 “**SOW**” has the meaning set forth in Section 6.

1.25 “**Subscription Term**” means the specific time period set out in an Order Form.

1.26 “**System Data**” means transactional, volume and performance data related to the Software, which does not contain or reveal any personally identifiable information, Customer Confidential Information or specific traits of any particular individual person or of Customer. System Data does not include any Customer records stored in the Software.

1.27 “**Term**” means the Initial Term and any Renewal Terms.

1.28 “**Third-Party Licensor**” has the meaning set forth in Section 28.6.

1.29 “**Transition Matching**” has the meaning set forth in Section 28.5.

1.30 “**Veeva Professional Services Tools**” means all templates, forms, programs, methodologies, processes, technologies and other materials developed or licensed by Veeva prior to or apart from performing its obligations under this Agreement, and improvements and modifications made by Veeva to such materials in the performance of the Professional Services provided that such improvements and/or modifications do not embody or reveal any Confidential Information of Customer.

1.31 “**Veeva Privacy Terms**” means the privacy terms found online at <https://www.veeva.com/privacy/>, including the terms of the Privacy & Security Processor Addendum, which may be updated from time to time as set forth in such terms. Such updates will not materially diminish the rights or protections of Customer without notice.

2 TERM AND TERMINATION.

2.1 Term of Agreement and Renewal. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date (“**Initial Term**”). At the expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for subsequent one (1) year periods (each a “**Renewal Term**”) unless one party provides the other party with written notice of its intent to amend or not renew this Agreement at least ninety (90) days prior to the end of the then-current term. This Agreement will automatically terminate upon the expiration of all Order Forms entered into pursuant to this Agreement.

2.2 Term of Order Forms and SOWs. The Subscription Term of each Order Form or term of each SOW will be as set forth in the Order Form or SOW as applicable. In the event this Agreement expires, Order Forms and SOWs that were effective prior to the expiration of this Agreement will continue to be governed by the terms and conditions of this Agreement and this Agreement shall be deemed extended, for the purposes of such Order Forms or SOWs only, through expiration of the then-current Subscription Term of any such Order Forms or then-current term of any such SOWs.



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2.3 Mutual Right to Terminate For Breach. Either party may terminate this Agreement in the event that the other party has materially breached this Agreement and such breach has not been cured (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of written notice of breach from the other party. Either party may terminate this Agreement immediately if the other party terminates or suspends its business as a result of bankruptcy, insolvency or similar event. All Order Forms and SOWs will terminate upon the termination of this Agreement pursuant to this Section 2.3.

2.4 Customer's Right to Terminate for Convenience.

2.4.1 Termination for Convenience. Customer may terminate this Agreement in its entirety, without cause and for any reason, including convenience, upon ninety (90) days' prior written notice to Veeva. The effective date of termination will be the later of (a) 90 days from the notice date; or (b) the date specified by Customer and set forth in the notice, if any, but not to exceed one year (the "Effective Date of Termination"). For purposes of clarity, termination of this Agreement pursuant to this Section 2.4.1 will have the effect of terminating all executed documents referencing this Agreement (e.g., then-current Order Forms, Statements of Work, exhibits, and addendums) on the Effective Date of Termination.

2.4.2 Effect of Customer's Termination for Convenience. If Customer terminates this Agreement pursuant to Section 2.4.1 of this Agreement, Customer acknowledges that:

- a. As of the Effective Date of Termination, Customer's subscription to, and right to use, any Veeva Software, Data Products and/or other products or Services will cease;
- b. Veeva has no obligation to refund to Customer any amounts prepaid for Software, subscriptions, or Professional Services for the unexpired remainder of a Subscription Term after the Effective Date of Termination;
- c. If the Effective Date of Termination is after the start of a new subscription period of an affected Order Form, Customer will remain responsible for a pro-rata portion of the applicable subscription fees from the start of the Order Form period through the Effective Date of Termination;
- d. Through the Effective Date of Termination, Customer is responsible for all (1) applicable fees for any Professional Services provided, (2) approved expenses incurred, and (3) fees payable in arrears under any usage-based subscriptions.

3 SOFTWARE AND DATA PRODUCTS USAGE RIGHTS.

3.0 In general. During the applicable Subscription Term, Veeva grants to Customer and Customer's Affiliates a limited, non-transferable (except as set forth herein), non-exclusive, world-wide right to access and use the Software, the Software documentation, and Data Products (as listed on an applicable Order Form) ("**Data License**") during the applicable Subscription Term.

3.1 Terms Specific to the Software. Software shall be made available to Customer as a service. Veeva will host and retain physical control over the Software and make the Software available through the public internet for access, use and operation by Customer through a web-browser. Certain functions of the Software may be downloaded for installation and use on a mobile device ("**Mobile Apps**"). Such Mobile Apps may be accessed and used during the term of this Agreement and must be uninstalled upon the expiration or termination of this Agreement. Other than as specifically set forth above and unless otherwise agreed to by Veeva in writing, no provision under this Agreement shall obligate Veeva to deliver or otherwise make available any copies of computer programs or code from the Software to Customer, whether in object code or source code form. Except where applicable law prohibits such restrictions, Customer agrees that it shall not: (i) use the Software for any purpose other than Customer's internal business purposes (such internal business purposes include sales and marketing of Customer's products); (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Software available to any third party other than as contemplated by this Agreement; (iii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Software documentation, or access the Software or Software documentation in order to build a similar or competitive product or service (or contract with a



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third party to do so); (iv) use the Software to send spam or otherwise send messages in violation of applicable laws; or (v) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material.

3.2 Terms Specific to the Data Products. Customer may match Data Products with Customer or third-party proprietary data for the sole benefit of Customer during the applicable Subscription Term and for Transition Matching. Customer shall not (and shall not engage or allow any third party to): (i) use the Data Products for any purpose other than Customer's internal business purposes (such internal business purposes include sales and marketing of Customer's products); (ii) except as described in the first sentence of this section, use the Data Products to create, cleanse, correct, improve, enhance, or validate any similar collection of data not provided by Veeva; (iii) provide a third party with access to or use of the Data Products for the purpose of allowing the third party to benchmark or compare any third-party data to the Data Products (e.g., in support of a sales effort by a third party); (iv) distribute, publicly disclose, lease, loan, sell or sublicense any portion of the Data Products; (v) use the Data Products in a way that violates applicable law; or (vi) otherwise attempt to modify or reverse engineer, or reverse assemble the Data Products, or in any way attempt to discover the business rules, algorithms, and other methods used to create the Data Products (the "**Methods**"), except to the extent such prohibition is not allowed by law. For purposes of clarity, Data Products may not be loaded into or processed by any publicly available artificial intelligence or machine learning application, website, software, or tool without Veeva's written consent.

3.3 Usage Limitations. Each Order Form will set forth any additional usage limitations for the Software or Data Products that are applicable to the products covered by the Order Form (e.g., user limits, geographic limits), and Customer is restricted to usage consistent with such usage limitations. Customer's users of the Software or Data Products shall be individual human beings and may be employees, consultants, contractors or agents of Customer or a Customer Affiliate. User rights are granted for the Subscription Term set out in an Order Form and use of the Software by Customer is limited to such Subscription Term. User rights may be transferred from one individual person to another but may not be shared or used concurrently by more than one person at a time. Login credentials may not be shared or concurrently used by more than one individual person. Customer agrees to submit to reasonable audit of its compliance with any usage limits upon reasonable notice by Veeva not more than once per calendar year.

3.4 Use By Affiliates and Other Third Parties.

3.4.1 Customer may allow third parties to access and use the Software solely for Customer's internal business purposes. Customer is responsible for ensuring that such third parties are aware of and comply with the terms of this Agreement. Certain third parties listed at www.veeva.com/rsaa/ ("Restricted Competitors") are required to enter into Veeva's standard access agreement to authorize their access to the Software and protect Veeva's intellectual property. If Veeva changes the list of Restricted Competitors, Veeva will inform the newly added Restricted Competitor that a standard access agreement will be required within 180 days of notice for its continued access to the Software.

3.4.2 Subject to the usage limitations described below and in the applicable Order Form or Statement of Work, Customer's Affiliates may access and use the Software to the same extent as Customer or place orders for Software or Professional Services pursuant to the terms of this Agreement.

3.4.3 Customer may not provide access to any portion of the Data Products to (i) any entity (including any subsidiary or other affiliate of any entity) that also has a similar commercial data offering (e.g., IQVIA, PRA, Medpro, Binleys) ("Data Provider"), or (ii) any person or entity that will perform matching or analysis of the Data Products or use the Data Products to generate analysis or other deliverables for Customer ("Data Analysis Provider"), until, in the case of each of (i) or (ii), such Data Provider or Data Analysis Provider has entered into the appropriate authorized data use agreement with Veeva, or Customer has otherwise obtained Veeva's written consent to provide the Data Products to such Data Provider or Data Analysis Provider.

3.4.4 The obligations and limitations as to Customer that are set forth in this Agreement are also applicable to Affiliates and any third parties that are provided access to the Software. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer, and Customer is liable for such breaches; provided that



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Affiliates that enter into an Order Form or SOW directly with Veeva pursuant to the terms of this Agreement are directly responsible for compliance with the terms of this Agreement to the same extent as Customer.

4 ORDER FORMS.

The Software and Data Product ordered by Customer shall be listed in a mutually executed ordering document (“**Order Form**”). Each Order Form will specify the specific Software and Data Products ordered and the fees and payment terms for use of the Software and Data Products. The Subscription Term for each Order Form commences on the start date specified in each Order Form and continues for the term specified therein. Order Forms automatically renew for additional one (1) year periods with the same fees and payment terms as the expiring Order Form, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Subscription Term specified in each Order Form. Each Order Form during the Term is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form and the terms of this Agreement, this Agreement shall govern except as to which specific Software or Data Products were ordered, the Subscription Term for the order, and the fees, currency and payment terms for the order, for which the Order Form shall govern. Except as otherwise specified in an Order Form or this Agreement, fees are based on services purchased and not actual usage, payment obligations set forth in an Order Form are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

5 SERVICES LEVELS AND SUPPORT PRACTICES.

5.1 Maintenance and Support. Veeva’s policies, procedures and practices regarding system performance, testing and monitoring, technical support, data back-up, disaster recovery, Software upgrades, and Customer audits are as set forth at **Exhibit A**. Veeva reserves the right to change such policies, procedures and practices as required in Veeva’s reasonable judgment; provided that such changes will never degrade the standard of service or protections described in **Exhibit A**.

6 PROFESSIONAL SERVICES.

Veeva offers certain professional services, including services related to implementation and optimization of the Software, change management and business practice optimization, and education and training (“**Professional Services**”). Such Professional Services are typically purchased via a mutually executed statement of work (“**SOW**”). Until title to the Deliverables transfers pursuant to Section 8.1, Customer shall have a non-exclusive, internal use license to the Deliverables resulting from Veeva’s Professional Services. Each SOW during the Term is governed by the terms of this Agreement and in the event of any conflict or discrepancy between an SOW and the terms of this Agreement, this Agreement shall govern except as to the scope of work, fees, currency, expenses and payment terms for the Professional Services, for which the SOW will govern.

7 CONFIDENTIAL INFORMATION.

Each party agrees: (i) that it will use (and will ensure that its employees, Affiliates, representatives, contractors and other allowed third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party’s Confidential Information to any person or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Veeva, the term “**Confidential Information**” includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Software documentation or specifications provided to Customer, the Data Products, the Methods, the commercial terms (including pricing) of this Agreement and any Order Form or SOW (but not the mere existence of this Agreement), audit, performance and security test results (whether conducted by Veeva or Customer), and any other proprietary, financial or business information supplied to Customer by Veeva. As to Customer, the term “Confidential Information” includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software, and Customer Data (including personally



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identifiable data). Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party; provided that Customer agrees that Data Products will be held in confidence by Customer pursuant to the confidentiality obligations of this Agreement regardless of whether certain elements of the Data Products are otherwise publicly available. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

8 OWNERSHIP.

8.1 Customer. Customer shall retain all right, title and interest to all Customer Data. Upon payment for the associated Professional Services, Veeva hereby assigns to Customer all right, title and interest in all Deliverables. Upon request from Customer, Veeva shall execute and deliver any documents and do such things as may be necessary in order to carry into effect such assignment. Veeva hereby grants to Customer a perpetual, non-exclusive, fully paid-up, worldwide, sub-licensable license to use the Veeva Professional Services Tools to the extent the Veeva Professional Services Tools are embodied in or incorporated into the Deliverables.

8.2 Veeva. Veeva shall retain all right, title and interest in and to (i) the Software, the Software documentation, all modifications and/or enhancements to the Software (regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and/or enhancements), and all copyrights in or inventions, discoveries, or trade secrets embodied within the Software; (ii) the Data Products and Methods (including all modifications, improvements, and/or enhancements thereto) and all associated copyrights or database rights, all derivative works into which any portion of the Data Products are embedded, and any inventions, discoveries, or trade secrets embodied within the Data Products or Methods; (iii) proprietary education or training content; (iv) Veeva Professional Services Tools; and (v) System Data. Customer may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Software, Software documentation, or Data Products.

9 TAXES.

All fees and other charges payable by Customer to Veeva under this Agreement are stated exclusive of all federal, state, local and foreign taxes, levies and assessments of any nature (including value-added, use or withholding taxes). Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer or Veeva arising out of this Agreement, excluding any tax based on Veeva's net income. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to Veeva hereunder, Customer will pay the required amount to the relevant governmental authority and pay to Veeva, in addition to the payment to which Veeva is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Veeva free and clear of all taxes equals the full amount Veeva would have received had no such deduction or withholding been required.

10 LATE PAYMENT.

Payment terms are as set forth in each Order Form and SOW. In the event payment is not made within thirty (30) days of the date payment was due and such payment is not the subject of a reasonably based written dispute, Veeva shall have the right, at its sole option, to suspend Customer's access to the Software until payment is made. Veeva will provide fifteen (15) days' written notice to Customer prior to suspension of access to the Software pursuant to this section.

11 VEEVA WARRANTIES.

Veeva represents and warrants as follows: (i) Veeva possesses all rights necessary to grant to Customer the rights set forth in this Agreement; (ii) the Software will perform substantially in accordance with the Service Description



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Document; (iii) Veeva will not materially decrease the overall functionality of the Software during the term; (iv) Professional Services shall be provided in a professional manner consistent with industry standards; and (v) Veeva's collection, access, use, storage and transfer of publicly available personal information for creating and selling a data registry of healthcare professionals in the Data Products complies with all applicable data privacy laws and regulations. Customer must notify Veeva in writing of any claim that the Software does not perform substantially in accordance with the Service Description Document no later than ninety (90) days after the last day of the month in which the asserted non-performance occurred. Customer must notify Veeva in writing of any claim of breach of warranty relating to Professional Services within ninety (90) days of completion of the Professional Services engagement (normally a SOW) under which the Professional Services were delivered. For any breach of warranty claim relating to Professional Services, Customer's exclusive remedy and Veeva's entire liability shall be for Veeva to re-perform the deficient Professional Services.

12 DISCLAIMER OF WARRANTY.

EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT OR TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, VEEVA DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VEEVA DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. WITH RESPECT TO DATA PRODUCTS IN PARTICULAR, VEEVA ENDEAVORS TO MAINTAIN THE DATA PRODUCTS WITH INFORMATION THAT IS ACCURATE, BUT VEEVA DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ACCURACY OF INFORMATIONAL CONTENT. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE DATA PRODUCTS, AND VEEVA SHALL HAVE NO LIABILITY WHATSOEVER FOR SUCH CUSTOMER USE DECISIONS.

13 INDEMNIFICATION.

13.1 General Indemnity. Veeva agrees to defend, indemnify, and hold harmless Customer, and its directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third-party claim that Veeva caused bodily injury (including death) or damaged real or tangible personal property.

13.2 Infringement Indemnity. Veeva shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Customer alleging that the Software, Data Products, or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Veeva of any such claim, action or allegation of infringement and gives Veeva the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Veeva may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software, Data Products, Deliverable or infringing part thereof; (b) modify, amend or replace the Software, Data Products, Deliverable or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Veeva's opinion commercially practicable, (c) terminate this Agreement (or the portion of any Order Forms for allegedly infringing materials) and refund to Customer the prorated amount of the fees prepaid by Customer under the relevant Order Forms or SOWs that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Software, Data Products or any Deliverables in a manner expressly prohibited by this Agreement; or (ii) any use by Customer of the Software, Data Products or any Deliverables in combination with other products, equipment, devices, software, systems or data not supplied by Veeva to the extent such claim is directed against such combination; provided that this exclusion shall not be applicable to combinations with hardware, software or other technology required to access and use the Software, Data Products or any Deliverables (e.g., a web browser, an internet connection, a personal computer, the software platform provided by salesforce.com, inc. upon which certain Veeva applications are built). This section states the entire liability of Veeva with respect to infringement of any patent, copyright, trade secret or other intellectual property right.



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13.3 Indemnity Process. Veeva will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. Customer may not settle or compromise any indemnified claim, action or allegation, except with prior written consent of Veeva. Veeva may not, without Customer's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Customer or includes an admission of fault by Customer. Customer shall give such non-monetary assistance and information as Veeva may reasonably require to settle or defend indemnified claims.

14 LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE ARISING OUT OF THIS AGREEMENT. VEEVA'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO THE FEES COLLECTED BY VEEVA FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF LIABILITY (OR, IF GREATER IN AMOUNT AND IF LIABILITY ARISES IN THE FIRST TWELVE MONTHS OF THE TERM, THE FEES PAYABLE TO VEEVA BY CUSTOMER PURSUANT TO THE INITIAL ORDER FORM DURING THE FIRST TWELVE MONTHS OF THE INITIAL TERM). THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) TO CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTIONS 13.2 AND 26.

15 GOVERNING LAW AND DISPUTE RESOLUTION.

15.1 This contract shall be interpreted and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

15.2 In the event of a dispute, the parties shall first attempt to resolve by face-to-face negotiation with employees from each party with a title of vice president or higher in attendance.

15.3 For any dispute that the parties fail to resolve by negotiation, the parties agree to next attempt to resolve such dispute through non-binding mediation prior to initiating arbitration. The mediation shall last at least eight hours (unless otherwise agreed to by the parties). The parties shall equally share the cost of the mediator. In the event that the parties cannot agree to a mediator, then Veeva shall propose three experienced, neutral mediators, and Customer shall select one from the list of three proposed by Veeva.

15.4 Any dispute that the parties fail to resolve by negotiation or mediation shall be resolved by binding arbitration in the State of California before a sole impartial arbitrator. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), and shall be governed by the Federal Arbitration Act, 9 U.S. Code 1 et seq. Either party may commence arbitration by serving a written Demand for Arbitration on the other party. The parties shall attempt to agree on an arbitrator, but if the parties fail to reach such agreement within twenty (20) days after the Demand for Arbitration is served, either party may request appointment of the arbitrator by the AAA. The person so appointed by AAA shall serve as the arbitrator for resolution of the dispute. If that person is disqualified for any reason, the AAA office shall appoint a substitute arbitrator. Each party shall bear its own costs and expense, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration (and the mediation, if applicable) and/or attorney's fees, including the fees of the arbitrator and mediator, against the party who did not prevail. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.5 Notwithstanding the foregoing, either party may seek emergency equitable relief at any time.

16 EXPORT CONTROL LAWS.

Each party shall comply with the export control laws of the United States which are applicable to the Software, and which may prohibit use of the Software in certain sanctioned or embargoed countries.



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17 NO LEGAL ADVICE.

Veeva shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Software, Data Products, or Deliverables, including those related to data privacy, or medical, pharmaceutical or health related data, or unsolicited advertisements, including opt-in/opt-out laws. Customer acknowledges that the Software, Deliverables and Data Products may be used in ways that do and do not comply with such laws, rules or regulations and it is Customer's sole responsibility to monitor its compliance with all such relevant laws, rules or regulations. Customer is responsible for such Customer-specific use decisions and Veeva disclaims all liability for such decisions. Veeva has NOT processed the Data Products against US "Do Not Call Lists" or Customer's internal do-not-call list and doing so is solely Customer's responsibility.

18 INDEPENDENT CONTRACTORS.

Veeva and Customer are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. Veeva will be solely responsible for: (i) paying all wages and other compensation to Veeva employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Veeva's employees; (iii) providing all insurance and other employment related benefits to Veeva's employees; and (iv) making any overtime payments to Veeva's employees if required by law or regulations.

19 WAIVER, ENTIRE AGREEMENT AND AMENDMENTS, REPRESENTATIONS, SEVERABILITY AND PURCHASE ORDERS.

The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. This Agreement encompasses the entire agreement between Customer and Veeva with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties. Customer acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of Veeva, a Veeva Affiliate or any other person (whether or not party to this Agreement) other than as expressly set out in this Agreement. Customer specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

20 ASSIGNMENT.

Neither party may transfer or assign this Agreement without the other party's prior written consent, except (i) to a successor in interest following a merger or other change of control, or (ii) to an Affiliate upon receipt of thirty (30) days' notice from the assigning party. In the event an Affiliate to which this Agreement is assigned fails to meet its obligations under this Agreement, the assigning party shall remain liable for such obligations.

21 SURVIVAL.

The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.



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22 FORCE MAJEURE.

Veeva shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightning, or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages, pandemic, or mandatory compliance with any governmental act, regulation or request (each a "Force Majeure Event"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, this Agreement shall be deemed extended by the length of the Force Majeure Event.

23 NOTICES.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS) (i) if to Customer: to the attention of "Legal" at the addresses listed in the last signed Order Form (or to such other address as Customer may have designated by like notice forwarded to Veeva hereto), and (ii) if to Veeva: to the attention of "Legal" at 4280 Hacienda Drive, Pleasanton, CA 94588 or electronically to: contracts@veeva.com.

24 NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement.

25 PLATFORM SOFTWARE PROVIDED BY SALESFORCE.COM, INC.

Portions of Veeva's software are built on a software platform provided by Salesforce.com, Inc. and are hosted in datacenters operated by Salesforce.com. Veeva is authorized to offer access to such Salesforce.com software and hosting services as a component of the Software. Salesforce.com is not a party to this Agreement and, as to Customer directly, Salesforce.com makes no representations, warranties, or guarantees of any kind and undertakes no obligations of any kind with respect to this Agreement. This Agreement does not establish privity of contract between Salesforce.com and Customer and does not give Customer any right of action against Salesforce.com. Veeva is solely responsible for the acts and omissions of Salesforce.com as they may relate to this Agreement and all other Veeva subcontractors or vendors.

26 CUSTOMER'S USE OF THIRD-PARTY LICENSED DATA.

To the extent Customer stores data in the Software that has been purchased or licensed from third parties other than Veeva, Customer is responsible for ensuring its use, processing, reporting against, combination, comingling and manipulation of such data is in compliance with its agreements with the data provider, and Customer will, indemnify and hold Veeva harmless against any claims by such third-party data providers arising from Customer's use of such third-party data in the Software.

27 PRIVACY PRACTICES.

27.1 Privacy Practices. Veeva maintains documented policies, procedures, and practices regarding the processing of Customer Data that is personal data as well as technical and operational security measures to maintain the confidentiality, integrity, and availability of Customer Data. With respect to the processing of Customer Data that is personal data, the parties will comply with the terms set forth on the Data Processing Addendum, available at www.veeva.com/contracts/, the terms of which are made part of this Agreement.

27.2 Mandatory Contractual Clauses. With respect to the Data Products, the Parties act as independent data controllers. The Parties agree mandatory contractual clauses that are adopted by an applicable data protection authority and posted to www.veeva.com/contracts/ will apply as to "Personal Data" within the scope of such mandatory contractual clauses and the applicable Order Form; such mandatory contractual clauses are hereby incorporated into the Agreement by reference. As used in this section, "Personal Data" has the meaning set forth in such mandatory contractual clauses.



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28 SUBCONTRACTORS.

Customer also acknowledges that Veeva may engage third-party subcontractors to provide portions of the Professional Services to be delivered pursuant to this Agreement. Veeva shall retain full responsibility for the performance of its obligations under this Agreement, including any obligations it performs through subcontractors, and shall be fully responsible for all acts or omissions of its subcontractors. The use of any subcontractors by Veeva shall not relieve or release Veeva from any of its obligations under this Agreement.

29 OTHER LEGAL TERMS SPECIFIC TO DATA PRODUCTS.

29.1 Consents. Veeva has all necessary right to provide the Data Products to Customer, however, Customer's further specific use decisions with respect to the Data Products (*e.g.*, for Customer's sales and marketing purposes) and compliance with all applicable data privacy and protection requirements and regulations with respect to such uses (including gathering further consent from the data subjects) remains the responsibility of Customer.

29.2 Data Change Requests. Veeva's Software, customer support processes, and steps during the implementation of the Data Products may allow Customer to suggest improvements, corrections, additions, modifications, enhancements and updates to the Data Products, or Customer may submit records to Veeva for matching and validation as part of the implementation of the Data Products (collectively, "**DCRs**"). Customer hereby agrees that it has all rights necessary to provide the data embodied in DCRs to Veeva and Customer will not submit DCRs based on proprietary data that Customer has licensed from a third party. Customer shall retain ownership of the raw data in any DCRs submitted to Veeva, and Veeva shall retain ownership of any information submitted to Veeva via the DCR process that is then independently validated by Veeva.

29.3 Data Rights After Termination/Expiration of the Data License. The Veeva ID associated with any record in a Data Product may be retained and used perpetually by Customer for any purpose and may be matched to third-party proprietary or Customer Data. Upon termination or expiration of the Data License, Customer may retain only the portion of the Data Products necessary to be retained for legal compliance or historical financial reporting purposes ("**Retained Data**"), and Customer shall have a perpetual, limited, non-exclusive, non-transferable (except as set forth herein) license for continued use of such Retained Data only for such purposes. For purposes of clarity, after termination or expiration of the Data License, Customer may not continue to use the Data Products for call planning, targeting, incentive compensation, territory management, or for the purpose of enabling personnel to contact health care providers or health care organizations, and Customer shall remove the Data Products (other than the Veeva ID) from the portions of any systems (including any MDM or CRM systems) used by sales and medical personnel for such purposes. To the extent reasonably limited portions of the Data Products have been embedded within Deliverables or other stand-alone documents (*e.g.*, visuals, reports, etc.), Customer shall have a perpetual, limited, non-exclusive, non-transferable (except as set forth herein) license to retain and use the portions of any Data Products embedded in such materials ("**Embedded Data**"), and otherwise Customer's continued use of Retained Data and Embedded Data shall remain subject to the limitations set forth in this Agreement. Upon request, Customer shall furnish Veeva with a certificate signed by a Customer executive confirming compliance with this section.

29.4 Transition Matching. "Transition Matching" means a match of the Data Products to third party or Customer data for the purpose of transitioning from the Data Products to third party or Customer data. Customer may access and use the Data Products for Transition Matching by Customer subject to Customer's adherence to Veeva's transition matching rules which specify that the Data Products may not be used to improve or enhance a third-party dataset (detailed matching rules will be provided upon request). If Customer wishes to use a third party to conduct Transition Matching, such third party shall execute a separate transition matching agreement with Veeva.

29.5 Third-Party Licensors. If Veeva licenses any of the data included in the Data Products from a third-party source ("**Third-Party Licensor**"), Veeva may disable access or remove data provided by a Third-Party Licensor from the Data Products if Veeva's agreement with any such Third-Party Licensor is terminated or expires.



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EXHIBIT A

SERVICES LEVELS AND SUPPORT

1 SERVICE LEVEL AGREEMENT (SLA).

1.1 **Measure.** The Software will be available 99.5% of the time (24x7x365), except as provided below. Software availability will be calculated per calendar quarter, as follows:

$$\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \geq 99.5\%$$

Where:

- *total* means the total number of minutes for the quarter
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
 - Any planned downtime of which Veeva gives 8 hours or more notice. Veeva will use commercially reasonable efforts to schedule all planned downtime during non-peak usage times (i.e., the hours from 6:00 p.m. Friday to Sunday midnight, U.S. Pacific Time).
 - Any unavailability caused by circumstances beyond Veeva's reasonable control, including without limitation, a Force Majeure Event.
 - For purposes of the availability calculation, "downtime" means a measurement interval during which time the Software is not responsive to an automated request ("Monitoring Transaction") generated by Veeva's monitoring software. Measurement intervals for Monitoring Transactions are no more than five (5) minutes on a 24X7 basis. Monitoring Transactions used for the availability calculation include network and application availability requests. The monitoring process does not cover every feature of the Software. With respect to such features, Veeva will investigate any suspected availability problem reported by Customer or which it otherwise becomes aware of and take all commercially reasonable efforts to correct any such issues that can be verified by Veeva.
 - For any partial calendar quarter during which Customer subscribes to the Software, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

1.2 **Remedies:** Should Veeva fail to meet 99.5% availability of the Software for a calendar quarter, Customer shall have the option of one (but not both) of the following. First, Customer may continue to use the Software but receive credit for one full day of the Software subscription usage (as of the end of the quarter in which the failure occurred), for each full or partial hour of Software unavailability below 99.5%. Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). Second, if Veeva fails to meet 98% availability of the Software for a calendar quarter, Customer may terminate this Agreement for cause and stop using the Software, in which case Veeva will refund to Customer any prepaid fees for the remainder of the Term after the date of termination. The remedies specified in this "Remedies" section shall be the sole remedies available to Customer for breach of this SLA.

1.3 **Reporting and Claims:** To file a claim under this SLA, Customer must send an email to sla@veeva.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this Agreement, including any relevant calculations.

Claims may only be made on a calendar quarter basis within thirty (30) days of the end of the relevant quarter, except for periods at the end of this Agreement that do not coincide with a calendar quarter, in which case Customer must make any claim after the end of this Agreement. All claims will be verified against Veeva's system records. Should any



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periods of downtime submitted by Customer be disputed, the Parties shall resolve the dispute in accordance with this Agreement.

2 SUPPORT OF VEEVA SYSTEM ADMINISTRATORS.

Telephone and email support for Customer's Veeva administrators is available from Veeva at no additional charge with the following parameters.

Issue Type	Support Time	Response Time	Initiated By
Level 1	24/7	1 hour	Web portal case on Veeva website or phone call
Level 2	During Support Hours in the local time of the Support Region	4 business hours	Web portal case on Veeva website
Level 3	During Support Hours in the local time of the Support Region	1 business day	Web portal case on Veeva website
Level 4	During Support Hours in the local time of the Support Region	2 business days	Web portal case on Veeva website

2.1 Support Hours. Support is provided by Veeva during the following hours ("Support Hours") from the three following regions (each a "Support Region") in the time zones listed for each:

- North America: 8:00 AM to 8:00 PM Eastern Time, as seasonally adjusted for daylight savings
- Europe: 9:00 AM to 6:00 PM Central European Time, as seasonally adjusted for daylight savings
- Asia Pacific: 9:00 AM to 6:00 PM China Standard Time

This support is available for administrators working for or on behalf of the Customer to configure, maintain, manage and support the Software. This support is not available for direct support of Customer's end users. There is no limit to the number of support cases that may be opened. Online resources are available 24/7 both within the application and on the Veeva Web Portal.

2.2 Service Level Classification. Customer administrators will be asked to classify support incidents upon logging a support ticket in accordance with the following support incident definitions:

Level 1 – Critical: Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available, including:

- The production application is not available.
- The application is in production and malfunctions such that a significant portion of users cannot perform their daily tasks and there is no reasonable workaround.
- The application has a security related error.
- Any other issue which has a material adverse impact on the Customer's business.

Level 2 – Urgent: Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.



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Level 3 – High: System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.

Level 4 – Medium: Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Customer may track the status of support issues via the Veeva customer support portal.

3 RETURN AND DESTRUCTION OF CUSTOMER DATA.

Except as set forth in an Order Form, upon termination or expiration of all Order Forms for a particular Software application, Veeva shall ensure that Customer has access to the Customer Data via such Software application for a period of no less than thirty (30) days (“Retrieval Period”). In no event may Veeva preclude Customer from accessing or retrieving the Customer Data during the Subscription Term or during the Retrieval Period. Except as set forth in an Order Form, after termination or expiration of all Order Forms for a particular Software application (i) Veeva shall permanently delete all Customer Data held in the production environment and any sandboxes for such Software application within 120 days, and (ii) Veeva will ensure that Customer Data included in system back-ups for any such Software application are stored in encrypted form and are deleted pursuant to Veeva’s then-current back-up deletion process. Upon written request from Customer, Veeva will provide written certification from an executive officer confirming Veeva’s compliance with this clause.

4 AUDIT.

Customer may, at Customer expense, audit Veeva one time per year to confirm compliance with Veeva responsibilities pursuant to this Agreement. The Customer representative(s) performing such audit or inspection shall execute a nondisclosure agreement with Veeva in a form acceptable to Veeva with respect to the confidential treatment and restricted use of Veeva’s Confidential Information. Access at Veeva’s and its third-party hosting facilities shall be subject to Veeva’s and its hosting partner’s reasonable access requirements and security policies. Customer must give Veeva at least thirty (30) days’ prior notice of an audit.

5 TESTING.

Customers may not, (i) conduct security, integrity, penetration, vulnerability or similar testing on the Software, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Software, or (iii) attempt to access the data of another Veeva customer (whether or not for test purposes).

Veeva shall commission annually a security assessment from an independent third-party provider of national repute in the business of assessing web applications for security risks. Upon written request, Veeva will provide Customers a summary of findings.

6 SOFTWARE UPDATES.

Major release upgrades are typically undertaken up to three (3) times per year. Veeva will provide Customer at least one (1) month prior notice (normally via email) before performing a major release upgrade. Such upgrade notice will include the window in which the upgrade will be conducted and any release notes. Customer will have access to such upgrades in a sandbox environment a minimum of two (2) weeks before the major release upgrade. Advance notification may not be given for minor upgrades or patches and such upgrades and patches do not cause system unavailability (however, Veeva will notify Customer by email of details of the minor upgrades/patches post implementation). All upgrades and patches are mandatory.

7 NEW PRODUCTS.

Veeva may introduce new functionality for which it charges an additional or separate fee and Customer may choose whether or not to purchase such new functionality at Customer’s sole discretion. If Veeva removes any features or



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functionality from the Software provided pursuant to this Agreement and subsequently offers those features or functionality in a new product, then the Software provided pursuant to this Agreement will be deemed to include (i) the portion of the new product that contains the original features, or (ii) if those features cannot be separated out, the entire new product.

8 CUSTOM CODE.

Customer has the capability to write custom code using tools available through the salesforce.com platform (e.g., visual force). Veeva does not have an obligation to provide maintenance for such Customer-specific code or the interaction of the Software with such Customer-specific code and disclaims all liability arising from such code.

9 BACKUP.

All Customer Data is copied at least daily to a secure and physically remote secondary data center. Customer may audit Veeva's backup and recovery procedures once per calendar year for the purposes of confirming appropriate backup and recovery procedures and capabilities are in place and working effectively.

10 DISASTER RECOVERY.

In the event of a disaster that renders the primary data center inoperable, disaster recovery procedures will be followed. The recovery procedures involve restoring the last backup of Customer Data to the secondary data center. The Software shall have disaster recovery procedures with a Recovery Point Objective (RPO) of not more than 4 hours and a Recovery Time Objective (RTO) of not more than 24 hours.

11 GENERAL.

Veeva reserves the right to change existing infrastructure, hardware and underlying software used to provide the Software as expansion and new technology deem necessary. Veeva assumes no responsibility for delays or problems that result from Customer's computing or networking environment, Customer's third-party vendors and/or Customer's local or long-distance telephone carriers or ISPs. Use of the Software requires certain third-party applications, including a web browser, operating system and other third-party applications. The third-party applications supported by Veeva and Veeva policies with respect to such applications are as set forth in Veeva's documentation for the Software.