



Veeva Data Products Terms

Effective Date: November 1, 2025

These Veeva Data Products Terms (these "**Terms**") are applicable to any executed Order Form for a Veeva Data Product that references these Terms. All capitalized terms not otherwise defined in Section 11 shall have the meanings given to them in the master subscription agreement or other agreement governing customer's use of Veeva Products (the "**Agreement**"). In the event of any conflicts between these Terms and the Agreement, these Terms will control with respect to Veeva Data Products. Veeva may update these terms as reasonably necessary for legal, compliance, regulatory or business purposes. Such changes will be applicable upon renewal of the first order to reference the updated terms.

The parties agree as follows:

1. **Veeva Data Products.** During the applicable subscription term, Veeva grants to Customer a limited, non-transferable (except as set forth herein), non-exclusive, world-wide right to access and use Data Products for its own internal business purposes in accordance with these Terms.
 - a. **Usage Rights.** Each Order Form will set forth any usage limitations for the 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 users shall be individual human beings and may be employees, consultants, contractors or agents of Customer.
 - b. **Data Change Requests.** Veeva Products, 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.
 - c. **Transition Matching.** Customer may access and use the Data Products for Transition Matching by Customer subject to Customer's adherence to Veeva's transition matching requirements which specify that the Data Products may not be used to improve or enhance a third-party dataset (if Customer intends to perform Transition Matching, Customer may request a copy of Veeva's transition matching requirements). If Customer wishes to use a third party to conduct Transition Matching, such third party shall execute a separate transition matching agreement with Veeva.
 - d. **Use By Third Parties.** Customer may not provide access to any portion of the Data Products to a Data Provider or a Data Analysis Provider, until, in each case, 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.
 - e. **Limitations.** 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) 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 Methods, except to the extent such prohibition is not allowed by law.
 - f. **Software and Portals.** If a Veeva Product contains both a Software and Data Product component (such as when a web portal or other application is used to access the data), these Terms apply to the proprietary data within the Veeva Product.
2. **Ownership.** As between Veeva and Customer, Veeva owns all rights, title, and interest in the Data Products, the data contained within them, and all modifications, improvements, and/or enhancements thereto, and all inventions or discoveries embodied within the Data Products. Such ownership of rights by Veeva include but are not limited to the exclusive right to commercial distribution of the Data Products, all copyrights and other intellectual property rights related thereto, and to any derivative works. No rights of ownership in, or title to, the Data Products are granted to Customer. Customer acknowledges that Veeva has spent and continues to spend considerable time and resources on the selection and arrangement of the content of the Data Products as an original intellectual creation and as a producer of the Data Products to collect, collate, compile, reformat and structure the Data Products. Accordingly, Veeva and its suppliers' own



author's rights /copyright in the selection and arrangement of the contents of the Data Products and in the electronic materials necessary for its operation and Veeva also owns database rights (*sui generis* rights) in the Data Products.

3. **Confidentiality.** Veeva Confidential Information includes the Data Products and the Methods regardless of whether certain elements of the Data Products are otherwise publicly available.
4. **Privacy & Compliance.**
 - a. **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) remain the responsibility of Customer.
 - b. **Transfers of Bulk Data.** Customer is neither (i) a Covered Person as defined in 28 CFR §202.211, nor (ii) Controlled by a Foreign Adversary as defined in 15 U.S.C. §9901. Customer shall not provide access to the Data Products to any Country of Concern as defined 28 CFR §202.209, Covered Person, or entity Controlled by a Foreign Adversary, except as permitted by and at all times in full compliance with applicable law, including but not limited to the Protecting Americans' Data from Foreign Adversaries Act of 2024 and the U.S. Department of Justice Rule on Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern. Customer agrees to certify to Veeva its compliance with this paragraph upon request.
 - c. **De-identified Data.** If a Data Product contains De-identified Data then: (i) Customer may not reidentify or attempt to reidentify the De-identified Data; and (ii) if Customer discloses the De-identified Data to any third party, Customer shall contractually obligate any such third party to comply with the same or stricter restrictions and conditions provided in this Section.
 - d. **Customer compliance.** Customer warrants that (i) it shall comply with all privacy and data protection laws and regulations with respect to its use of Veeva Data and any data Customer shares with Veeva, and (ii) Customer has all rights necessary to share the data it shares with Veeva.
 - e. **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/ ("**SCCs**") will apply as to personal data within the scope of the SCCs and the applicable Order Form. The terms of the SCCs are made part of these Terms.
5. **Accuracy.** Veeva endeavors to maintain the Data Products with information that is accurate, complete, current, and timely. VEEVA DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE DATA PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE DATA PRODUCTS, AND VEEVA SHALL HAVE NO LIABILITY WHATSOEVER FOR SUCH DECISIONS. In consideration of the use of all or part of the Data Products, Customer hereby releases Veeva, its officers, directors, employees, suppliers and agents from any and all liability whatsoever for inaccurate or incomplete information contained in the Data Products.
6. **Third Party Data.** 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.
7. **Rights in Data Products after termination.** Upon termination or expiration of a Data Product subscription, the following terms will apply:
 - a. **Veeva ID.** Customer may associate a Veeva ID in a Data Product with a Veeva ID in Customer Data. Customer may retain and use the Veeva ID perpetually by Customer for any purpose and may be matched to third-party proprietary or Customer Data.
 - b. **Other Retained Data.** Customer may use, and retain, only the portion of a Data Product (other than the Veeva ID) necessary for legal compliance or historical financial reporting purposes ("**Retained Data**"). Otherwise, upon termination or expiration of a Data Product subscription, Customer may not use any portion of the Data Product for call planning, targeting, incentive compensation, territory management, or for the purpose of enabling personnel to contact or communicate with health care providers, health care organizations, or clinical trial staff, and Customer shall remove the Data Products (other than the Veeva ID) from the portions of any systems (including any MDM, CRM or clinical systems) used for such purposes.



- c. **Continued Use.** Customer's continued use of Retained Data, or Embedded Data with respect to Professional Service Deliverables, shall remain subject to the limitations set forth in this Agreement, and, other than the Veeva ID, Retained Data and Embedded Data may not be further matched to any third-party data or customer data after expiration of the applicable subscription. Upon request, Customer shall furnish Veeva with a certificate signed by a Customer executive confirming compliance with this section.
8. **Professional Services.** If Veeva provides Data Products (or portions of Data Products) in connection with any Professional Services, then if limited portions of the Data Products (portions not capable of use as a functional equivalent or substitute for the applicable Data Product) 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) right to retain and use the portions of any Data Products embedded in such materials ("**Embedded Data**").
9. **AI Permitted Use.** Customer may use Data Products (including Embedded Data or Retained Data) in connection with AI Models only in compliance with the terms below:
- a. Customer may use the Data Products to train a Private AI Model, provided that any such AI Model must be deleted when Customer's subscription to such Data Products ends.
 - b. Customer may use the Data Products in any Private AI Model with no obligation to delete such AI Model, provided that the Data Products are not used to train the applicable AI Model. For purposes of clarity, use of Veeva Data Products as an external reference source in a retrieval-augmented generation model is not considered training of the underlying AI Model.
 - c. Veeva retains all rights in any portion of the Data Products used in connection with any AI Inputs. Nothing in this Addendum is intended to transfer any additional rights or ownership of any Veeva proprietary materials from Veeva to Customer as a result of Customer's use of an AI Model or other AI functionality.
 - d. Customer may not use Data Products with an AI Model in which the Data Products (or portions thereof represented in any AI Input or AI Output) are used to train, improve or enhance the AI Model or AI functionality for the benefit of any other party (including the AI provider) or that might otherwise disclose some or all of the Data Products to an unlicensed third party.
10. **AI Outputs.** If Customer creates and retains any AI Output, then, if the AI Output includes or reveals elements of a Data Product, such elements will be deemed Embedded Data in accordance with the terms of the Agreement. Customer may not create an AI Output that has the effect of copying or replicating a significant portion of the total data attributes of a Data Product or that can be used as a functional equivalent or substitute for a Data Product.
11. **Definitions.** The following terms apply to this Addendum. All other capitalized terms have the meanings set forth in the Agreement.
- a. "**AI**" means an artificial intelligence tool, functionality, feature, or system.
 - b. "**AI Input**" means instructions, prompts, agentic instructions, context or other information provided to an AI Model and used by the AI Model to generate AI Outputs.
 - c. "**AI Model**" means a machine learning or other artificial intelligence model, algorithm, or system that processes AI Inputs to generate AI Outputs.
 - d. "**AI Output**" means any data, text, images, or other information generated or returned by an AI Model in response to an AI Input.
 - e. "**Data Analysis Provider**" means 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.
 - f. "**Data Products**" means a Veeva Product that is a proprietary datasets and databases the Veeva creates and licenses to customers.
 - g. "**Data Provider**" means any entity (including any subsidiary or other affiliate of any entity) that is also provider of data (e.g., IQVIA, PRA, Medpro, Binleys).
 - h. "**De-identified Data**" means information (i) derived from patient information that was originally collected, created, transmitted, or maintained by an entity regulated by the Health Insurance Portability and Accountability Act, California's Confidentiality of Medical Information Act, or the Federal Policy for the Protection of Human Subjects, and (ii) that has been de-identified in accordance with the requirements set forth in 45 C.F.R. §164.514(b)(1).
 - i. "**Deliverables**" has the meaning set forth in the Agreement, or if no such definition exists then it means all custom developed documents, designs, and other materials authored or prepared by Veeva for Customer pursuant to a statement of work. The term



"Deliverable" does not include the Veeva Products, Data Products (or portions thereof), Veeva Product documentation, Veeva's proprietary education and training content, or other materials developed or licensed by Veeva prior to or apart from performing its obligations under a statement of work.

- j. **"Methods"** means the business rules, algorithms, and other methods used to create Data Products.
- k. **"Private AI Model"** means any AI that: (i) is used solely for the exclusive benefit of Customer or its Affiliates; (ii) does not use the Data Products to train, improve, or enhance the tool, model, or system for the benefit of any party other than Customer or its Affiliates; (iii) does not allow any third party to access any portion of the Data Products through the tool, model, or system other than for the benefit of Customer or its Affiliates; and (iv) does not allow any third party to disclose any portion of the Data Products other than to Customer or its Affiliates.
- l. **"Retained Data"** means a portion of a Data Product that are necessary to be retained for legal compliance or historical financial reporting purposes
- m. **"Transition Matching"** means a match of the Data Products to third party or Customer data for the purpose of transitioning away from a Veeva Data Products to third party or Customer data.
- n. **"Veeva Product"** has the meaning set forth in the Agreement, or if no such definition exists, then it means Veeva's commercially available software applications ("**Software**") and any other Veeva-created or Veeva-licensed products or services ordered by Customer pursuant to an order form.