Veeva eCOA Product Terms

The following product terms ("**Product Terms**") apply to Customer's use of Veeva's Electronic Clinical Outcome Assessment, or eCOA, library ("**Library**") OR Veeva's eCOA Software application ("**Veeva eCOA**"). These Product Terms are incorporated into the Master Agreement between Customer and Veeva ("**Agreement**"). In the event of a conflict between these Product Terms and the terms of the Agreement, the following terms shall control solely with respect to the Library and Veeva eCOA. Veeva may update these Product Terms at any time provided that any such modifications will be effective as of the next Order Form referencing such terms. Any capitalized terms used herein, but not defined, have the meaning set forth in the Agreement.

1 Definitions.

"Survey" means a survey, instrument, questionnaire, or other clinical-outcome assessment or patient-outcome assessment designed to collect patient or clinical trial information and made available to Customer via Software. Surveys are not owned by Veeva and are not considered a Veeva Product or Deliverable under the Agreement.

"Survey Licensor" means the provider of a Survey, which may be a copyright holder, owner, licensor, manager, or other third party that has the right to license or allow the use of a Survey.

"Usage Data" means data related to use of a Survey including Customer name, sponsor name, clinical study name or other study identifiers, the study purpose, data about the entity that used a Survey, information related to administration of the Survey and the frequency and timing of Survey use. Usage Data shall never include personally identifiable information, Survey results, or information about a study subject collected upon administration of a Survey.

2 Surveys.

Customer Right to Use. Customer is solely responsible for procuring and maintaining the right to use any Survey (including any Electronic Survey, defined below) in connection with a study (whether referenced on an Order Form or made available in the Library) or that is otherwise used in connection with the Software. In certain cases, Veeva may offer to procure from a Survey Licensor the right for Customer to use a Survey.

Compliant Use of Surveys. Customer is solely responsible for the selection of and specific use decisions with respect to Surveys. Customer shall comply with any applicable license or other contractual terms that apply to its use of any Survey, including any validation or notice requirements, and shall promptly notify Veeva of any change in its right to use such Survey. Veeva may, but has no responsibility to, disable access to or remove any Survey from the Software if Veeva discovers that Customer does not have the right to use the applicable Survey.

Veeva Library and Electronic Surveys. Veeva may make an electronic version of a Survey (an "**Electronic Survey**") available through Veeva's Library. Veeva represents that (a) Veeva has the right to develop and display any Electronic Survey made available in its Library; and (b) if an Electronic Survey is required to be reviewed or approved by the Survey Licensor, it has been. Veeva may disable access to or remove any Electronic Survey from the Library for any reason without notice.

3 Usage Data.

Reporting. Notwithstanding anything to the contrary in the Agreement, Veeva may collect, aggregate, and disclose Usage Data to a Survey Licensor (or their designee) and no additional consent or authorization is required for such disclosure. Veeva's disclosure of Usage Data to the Survey Licensor will be limited to (a) the Usage Data reasonably necessary to fulfil Veeva's obligations to the Survey Licensor under an applicable license or agreement and (b) the Usage Data Customer authorizes in writing to be disclosed, including in an applicable Order Form.

4 Liability.

In no event will Veeva be liable for (i) Customer's non-compliant use of a Survey, including Customer's failure to use a Survey in accordance with Section 2 ("Surveys") herein, (ii) any liability arising from Customer's breach of these Product Terms, or (iii) any liability arising from Section 3 ("Usage Data; Reporting") in compliance with Veeva's agreement with a Survey Licensor.

5 Indemnification by Customer.

Except for any claim that is a Veeva Indemnifiable IP Claim, Customer shall, at its expense, defend or at its option, settle any third party claim, action or allegation brought against Veeva arising from Customer's use of Surveys, including any allegation that Customer's use of any Survey infringes any valid copyright or any other proprietary right of any third party or breaches Customer's license or other agreement regarding its use of any Survey, and Customer shall pay any final judgments awarded or settlements entered into; provided that Veeva gives prompt written notice to Customer of any such claim, action or allegation of infringement and gives Customer the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation relating to Customer's use of a Survey is brought or threatened, in addition to Veeva's right to be indemnified under this Section, Veeva may, at its sole option, terminate the Agreement or the portion of any Order Forms related to the alleged infringement. Customer's indemnification of Veeva under this Section shall not be subject to any limitation of liability under the Agreement.