Ostro Product Terms

Last updated: August 11, 2026

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

1. End User Access and Data

Veeva will make available the specified Ostro Products available for use to End Users in connection with the Customer Implementations as identified in the applicable Ordering Document. An End User's access to the Ostro Products may be subject to their acknowledgement of a Product Privacy Notice, and certain features or aspects of Ostro Products may be unavailable to End Users absent such an acknowledgement. Customer will ensure all necessary disclosures and consents required under applicable laws are provided to End Users to permit the collection and use of End User information as contemplated by the applicable Ordering Document. Each party must use End User information only for permitted purposes under applicable laws and regulations.

2. Regulatory and Compliance

2.1. **No referrals**. Each party shall comply with all applicable federal and state laws, including anti-kickback and self-referral laws and regulations and any other laws governing healthcare waste, fraud and abuse, and will not make any payments or transfers of value in violation of applicable law. Specifically, the parties acknowledge that none of the benefits hereunder are conditioned on any requirement that one party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party.

2.2. **No Medical Advice**. Ostro Products must not be configured to provide medical advice. Neither party may act as a Clinician, engage in the practice of medicine, provide clinical services, or interfere with a Clinician's independent medical judgment. Veeva will not provide clinical protocols, medical questionnaires, or clinical intake processes in connection with the Ostro Products. Customer understands that End User interactions with Ostro Products do not guarantee a specific clinical outcome, such as the issuance of a prescription.

2.3. **Adverse Event and Safety Information Reporting**. Veeva shall undertake the following activities with respect to the collection and reporting of safety information, as reasonably requested by Customer:

- 2.3.1. **Scope of Safety Information Monitoring and Collection**. Veeva shall monitor for and collect "Safety Information" associated with Customer products that are supported by Ostro Products and that occur during relevant End User interactions. Safety Information includes Adverse Events (AEs), Special Situations (e.g., medication errors, overdose, misuse, exposure during pregnancy, off-label use), and Product Quality Complaints (PQCs) or Medical Device Complaints (MDCs), regardless of severity or suspected causal relationship.
- 2.3.2. **Reporting Timelines and Transfer**: Veeva shall report all identified Safety Information to Customer's designated pharmacovigilance contact within one (1) business day of the date Veeva personnel first become aware of the relevant Safety Information. Veeva shall use Customer's standard, documented reporting routes and processes. If Veeva does not receive an acknowledgment of receipt from Customer within an agreed timeframe, Veeva shall promptly resubmit the report.
- 2.3.3. **Data Privacy and Follow-Up**. In transferring Safety Information, Veeva shall comply with all applicable privacy laws. With respect to follow-up, Veeva will follow Customer's documented and approved processes including, where instructed by Customer, seeking the reporter's consent to provide additional information, including contact details, to Customer for follow-up. Veeva shall reasonably cooperate with Customer in investigating Safety Information and attempting to obtain follow-up data.
- 2.3.4. **Reconciliation**. For reconciliation purposes, Veeva shall provide Customer upon request with a periodic (e.g., monthly) summary listing of all Safety Information reports submitted during the preceding period, allowing Customer to confirm receipt of all records.
- 2.3.5. **Training and Certification**. Veeva shall require all relevant employees to complete Customer-supplied or Customer-approved safety training prior to commencing services, and as may be reasonably required by Customer thereafter. Veeva will maintain, and make available upon request, documentation of such training completion.
- 2.3.6. **Audits and Inspections.** Upon reasonable advance notice, Veeva shall allow Customer, its representatives, or regulatory health authorities to audit and inspect Veeva's facilities, systems, and records strictly as they relate to compliance with these safety reporting obligations. All such audits and inspections shall comply with the terms of the Agreement.
- 2.3.7. **Document Retention**. Veeva shall securely maintain source documentation and records of all Safety Information reports and training according to applicable laws as well as the retention requirements set forth in the Agreement, and shall maintain reasonable and appropriate safeguards against unauthorized access or destruction.

2.4. **Debarment**. No individual employed by Veeva in connection with the provision of Professional Services in connection with the Ostro Products pursuant to the applicable Ordering Document is currently (i) debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a) or (b), as amended; (ii) excluded by the Office of Inspector General pursuant to 42 U.S.C. § 1320a-7, et seq. from participation in any federal health care program as identified on the General Services Administration's List of Parties Excluded from Federal Programs or the HHS/OIG List of Excluded Individuals/Entities; or (iii) otherwise disqualified or restricted by the FDA pursuant to 21 C.F.R. 312.70, nor will Veeva knowingly, after reasonable investigation, utilize any debarred, excluded or disqualified employee or subcontractor

to perform such Professional Services. Veeva will notify Customer immediately in the event any investigation or proceeding for debarment, exclusion or disqualification is initiated against Veeva or any employee involved in the performance of such Professional Services.

2.5. **AI Product Terms**. Customer's use of, and Veeva's provision of, the Ostro Products are subject to the *Veeva AI Product Terms* available at www.veeva.com/contracts/.

3. Customer Content

Veeva may incorporate Customer Content into Ostro Products. Customer owns all Customer Content. Customer grants Veeva and its Affiliates a non-exclusive, non-transferable, non-sublicensable (except to authorized third parties) license to access and use Customer Content to provide the Ostro Products and related Professional Services. Customer shall authorize Veeva to use only Customer Content that has undergone appropriate internal Customer review and that complies with applicable federal and state requirements, including as set forth by the FDA. For the avoidance of doubt, Customer Content shall constitute Customer Data as such term is defined in the Agreement.

4. Definitions

4.1. "**Clinician**" means an individual acting in a professional capacity as a medical professional or healthcare provider.

4.2. "**Customer Content**" means Customer-specific content and materials supplied by or for Customer for use in Ostro Products.

4.3. "**Customer Implementation**" means the Customer's product, medication, brand, digital property, engagement channel, or other asset or product for which an Ostro Product implementation will be made available, as specified on an applicable Ordering Document.

4.4. "**End User**" means an individual end user of an Ostro Product, including (a) an individual consumer acting in their own capacity; (b) a caregiver or other authorized user acting on behalf of a consumer; (c) a Clinician acting on their own behalf or on behalf of a patient; (d) another healthcare professional, administrative professional, or other user acting on behalf of a Clinician; or (e) an employee or other authorized user of a Customer.

4.5. "**Ordering Document**" means any Order Form, Service Order, or other applicable ordering document signed by Veeva and Customer and referencing these Product Terms.

4.6. "**Ostro Products**" means (a) the Veeva-created or Veeva-licensed products and solutions, including those identified as Software on the applicable Ordering Document and (b) any additional or associated configuration, implementation, and/or other ongoing services, including those identified as Professional Services on the applicable Ordering Document. "Software" and "Professional Services" shall have the meaning given such terms in the Agreement.

4.7. **"Product Privacy Notice**" means a notice describing the collection and use of an End User's information.