

Veeva EU Data Act Terms

These Veeva EU Data Act Terms (these "**Terms**") apply to any Order Form referencing these Terms that is executed by an Eligible Customer. All capitalized terms not otherwise defined in Section 6 of these Terms shall have the meanings given to them in the master subscription agreement or other agreement governing Customer's use of Veeva Products (the "**Agreement**").

1. Applicability. These Terms apply only to an Eligible Customer exercising its rights under the Data Act to Switch an Eligible Product. It applies to orders for Eligible Products by an Eligible Customer in effect on or after September 12, 2025. If there is a conflict between the Agreement and these Terms, these Terms will govern solely with respect to a Switch. In the event Customer and Veeva have separately agreed to substantially comparable terms through other means (including in the Agreement or an Order Form), such terms will continue to apply and will prevail over these Terms (including any terms incorporated herein by reference) in the event of a conflict, but those terms will be supplemented by these Terms as to any subject matter that such separate terms do not address. 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.

2. Switching Process.

2.1. Switching Notice. To initiate a Switch, an Eligible Customer must provide Veeva with a Switching Notice at least two months before the start of the intended Transition Period. The Switching Notice must identify the specific Eligible Product(s) to be switched and the applicable Order Form(s). A Switching Notice may also specify that the Eligible Customer intends to terminate its use of the Eligible Product without migrating to a Destination Provider or On-Premises Infrastructure.

2.2. Dependent Product. Some Veeva Products are technically dependent on one another and are sold as a group ("**Dependent Product**"). A Switch of any application within a Dependent Product group requires the Switch of all products in that group. Upon receiving a Switching Notice, Veeva will inform the Eligible Customer if the identified Eligible Product is part of a Dependent Product group.

2.3. Transition Period. The Transition Period is 30 calendar days. The Transition Period begins on the date specified in the Switching Notice, which must be at least two months after Veeva receives the notice.

2.4. Extension of Transition Period. If Veeva determines that completing the Switch is technically unfeasible within the 30-day Transition Period, Veeva will notify the Eligible Customer in writing within 14 business days of receiving the Switching Notice. This notice must explain the technical unfeasibility and specify an alternative Transition Period that does not exceed the earlier of seven months from the date of the Switching Notice or the expiration date of the applicable Order Form. An Eligible Customer may extend the Transition Period once, to a date not later than the expiration date of the applicable Order Form, by providing written notice to Veeva before the then-current Transition Period expires.

2.5 Fees during the Transition Period. During any Transition Period, including any extension under section 2.4, the Eligible Customer must continue to pay the subscription fees for the Eligible Products.

3. Obligations.

3.1. Veeva's Obligations. During the Transition Period, Veeva will: (a) provide reasonable assistance by giving the Eligible Customer access to its Exportable Data and any applicable Veeva APIs (subject to Veeva's standard fees) and related documentation necessary to facilitate the export of that data; (b) maintain the business continuity, security, and integrity of the Eligible Product in accordance with the Agreement; and (c) continue to provide support and maintenance services as set forth in the Agreement.

3.2. Customer's Obligations. During the Transition Period, the Eligible Customer is responsible for all aspects of extracting its Exportable Data and implementing it in the environment of the Destination Provider or on its On-Premises Infrastructure. If the Eligible Customer authorizes a third party to assist with the Switch, the Eligible Customer remains responsible for that third party's compliance with the Agreement and such third party may be required to enter into a separate agreement with Veeva as required under the Agreement.

3.3. Intellectual Property Protections. During any Transition Period and thereafter, Eligible Customer must protect Veeva's intellectual property and Confidential Information as may be reflected in the Exportable Data. Veeva provides Exportable Data solely to enable data portability purposes. The Eligible Customer must not, and must ensure its Destination Provider and any other third parties do not, use the Exportable Data to reverse-engineer, re-implement, or otherwise replicate any of Veeva's intellectual property, including any database schema, data structure, data model, or application functionality, in another system.

4. Fees.

4.1. Switching Charges. Veeva will not charge an Eligible Customer any fees, including data egress charges, for the switching process itself. If an Eligible Customer requests Professional Services in connection with a Switch that are outside the scope of Veeva's reasonable assistance obligations under Section 3.1(a), the Eligible Customer must pay the applicable fees for those Professional Services.

4.2. Subscription Fees. Nothing in these Terms relieves an Eligible Customer of its obligation to pay all subscription fees reflected on the

Order Form for the Eligible Product(s) to be switched. Veeva has no obligation to refund to Eligible Customer any amounts prepaid for the Eligible Products or any related services for the unexpired remainder of a subscription term after the Termination Effective Date.

5. Completion and Termination.

5.1. Termination Effective Date. The Order Form for the switched Eligible Product will terminate, as to the switched Eligible Product only, on the date the Switch is successfully completed (the “**Termination Effective Date**”). The Switch is considered successfully completed on the earlier of (a) the date Veeva receives the Eligible Customer's written notice confirming completion, or (b) the last day of the Transition Period. If a Switching Notice specifies termination without migration, the Termination Effective Date is the last day of the two-month notice period.

5.2. Data Retrieval and Deletion. Following the Termination Effective Date, Veeva will provide access to Exportable Data for retrieval and will subsequently delete the Exportable Data in accordance with the “Return and Destruction of Customer Data” (or equivalent) section of the Agreement.

5.3. Post-Switch Obligations. Upon the Termination Effective Date, the Eligible Customer must cease all use of that Veeva Product. If the Eligible Customer continues to use the Veeva Product after the Termination Effective Date, the applicable Order Form will not terminate and the Eligible Customer must continue to pay the applicable subscription fees.

6. Definitions. The following terms have the meanings set forth below.

- a. “**Data Act**” means Regulation (EU) 2023/2854.
- b. “**Destination Provider**” means a third-party provider of a data processing service to which an Eligible Customer migrates its Exportable Data.
- c. “**Eligible Customer**” means a customer with a billing address on the applicable Order Form in a member state of the European Union, or in a European Economic Area country, and who has rights under the Data Act.
- d. “**Eligible Product**” means a Veeva Product subject to the Data Act. Veeva's proprietary datasets and databases that Veeva licenses to customers under Order Forms as “Data Products” are not Eligible Products.
- e. “**Exportable Data**” means the Customer Data stored in an Eligible Product, including the metadata necessary to interpret and use that Customer Data. Exportable Data does not include any Veeva Products, Veeva Professional Services Tools, or other materials protected by Veeva's intellectual property rights or constituting a Veeva trade secret.
- f. “**Full Switch**” means the migration of all Eligible Products and all associated Exportable Data licensed under all of an Eligible Customer's Order Form to a Destination Provider or to Eligible Customer's On-Premises Infrastructure.
- g. “**On-Premises Infrastructure**” means an Eligible Customer's own information and communications technology infrastructure and computing resources.
- h. “**Partial Switch**” means the migration of one or more, but not all, Eligible Products and all associated Exportable Data licensed under an Eligible Customer's Order Form to a Destination Provider or to Eligible Customer's On-Premises Infrastructure.
- i. “**Switch**” means a Full Switch or a Partial Switch.
- j. “**Switching Notice**” means a written notice from an Eligible Customer to Veeva to initiate a Switch. A Switching Notice can be sent electronically to contracts@veeva.com.
- k. “**Transition Period**” means the period during which the Switch must be completed.
- l. “**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 Eligible Customer pursuant to an Order Form.