Contract Organization Terms

These Contract Organization Terms ("**Terms**") apply to Customer, which is a Contract Research Organization, Contract Manufacturing Organization, or Contract Sales Organization, and are incorporated into the Agreement made by and between Veeva and Customer (the "**Agreement**"). In the event of a conflict between these Terms and the terms of the Agreement, these Terms will control. All capitalized terms not defined in these Terms have the definition set forth in the Agreement.

1 Use of Veeva Products.

Commercial Purpose. In addition to Customer's right to access and use the Veeva Products and Deliverables for its own internal business purposes, Customer may use the Veeva Products and Deliverables for the Commercial Purpose.

End Customer Data. For purposes of the Agreement, including Veeva's privacy practices, the definition of "Customer Data" includes all End Customer Data.

Use by End Customers. The obligations and limitations set forth in the Agreement are also applicable to Customer's End Customers. Any breach of the Agreement by an End Customer shall be deemed to be a breach by Customer, and Customer is liable for such breaches.

Bundled Offering Only. Customer may not offer any Veeva Product to an End Customer other than as a bundled component of Customer's outsourcing services via an instance of the Veeva Product that is controlled by Customer. Customer is not a reseller of any Veeva Product or service and may not contract or enter into any obligation or issue any warranty on Veeva's behalf.

Promotion of Bundled Offering. Customer shall have the right to promote and demonstrate the Veeva Products that it has subscribed to for a Commercial Purpose to its End Customers and prospects who have entered into a confidentiality agreement with Customer that is at least as protective of the Veeva Confidential Information as this Agreement.

Shared use of Software for Multiple End Customers. Veeva does not monitor the content loaded to the Veeva Product by Customer or End Customers and does not prohibit loading of content for more than one End Customer into a single instance (or org) of the Veeva Products. Customer assumes all responsibility for and agrees to indemnify Veeva, without limitation as to amount, as to any third-party claim arising from Customer's use of any instance of a Veeva Product to host and process content from more than one End Customer. Customer is solely responsible for the segmentation of End Customer content.

Veeva Confidential Pricing. Customer agrees that it will not share Veeva pricing with an End Customer.

2 Definitions.

"Commercial Purpose" means use of the Veeva Products by Customer for the benefit of any End Customer or use by any End Customer for its own benefit.

"End Customer" means a direct client (and its Affiliates) of Customer who is permitted by Customer to access and use the Software.

"End Customer Data" means any and all information entered or uploaded to the Software by or on behalf of an End Customer pursuant to this Agreement.