Engage Connect Terms

Customer's right to access and use the Veeva CRM Engage or the Vault CRM Engage application includes the access and use of the optional In-App Functionality, the use of which is subject to the additional Product Terms set out below, which supplement the terms contained in Customer's Master Agreement with Veeva ("Agreement"). In-App Functionality is considered "Software" as that term is used in the Agreement and, except as set forth below, the terms of the Agreement applicable to Software are applicable to the In-App Functionality. In the event of a conflict with the terms of the Agreement and the terms below, the terms below shall prevail with respect to In-App Functionality. Capitalized terms not defined below have the meaning set forth in the Agreement.

1. Overview.

Veeva has created, maintains, and owns a proprietary business network for healthcare providers to connect with life-sciences companies using digital channels which may include websites and mobile applications. Subject to the terms of the Agreement regarding third-party users, Customer's use of the In-App Functionality as a feature of its Engage subscription allows those Customer users for whom Customer has enabled such In-App Functionality to post content to Veeva's proprietary business network and interact with other users of that network via the In-App Functionality during the term of Customer's subscription to Engage as set out in its Engage order form. Healthcare providers who elect to join the network are required to accept Veeva's terms of use for the network after having the opportunity to review the privacy notice describing the uses of their personal information by Veeva.

2. Ownership and Rights.

Veeva owns all right, title and interest in and to transaction data related to use of the In-App Functionality and Veeva's associated proprietary business network and any data resulting from use of In-App Functionality and Veeva's associated proprietary business network by healthcare providers (or other third parties), other than Text Message Content. Veeva will not sell or provide to other Veeva customers the contact information (i.e., name, address, email address, phone number) gathered from healthcare providers in the course of the healthcare provider creating an account through its Engage mobile application or from Customer in the process of inviting healthcare providers to join using the In-App Functionality; provided that healthcare providers may choose to share such information via the Engage application when they connect with personnel from other Veeva customers. Veeva's use of such data may not (i) reveal the substance of any Customer Content that is accessed via Veeva's proprietary business network by healthcare providers (or other third parties) or (ii) identify Customer in any way to any third party. Customer owns and shall continue to own all right, title, and interest in and to any and all Customer Content. Customer hereby grants to Veeva a world-wide, non-exclusive, revocable, non-transferable (except as specifically set forth in the Agreement) right during the term of an Engage Order Form to host Customer Content provided to Veeva by or on behalf of Customer and to make such Customer Content available via Veeva's proprietary business network. Further, as between Customer and Veeva, Customer owns and may at any time extract and retain Text Message Content. Veeva shall ensure that adequate processes are available to Customer to allow for such extraction and retention of Text Message Content. Subject to Veeva's Text Message Content-deletion practice described below, Customer hereby grants Veeva a world-wide, non-exclusive, nontransferable (except as specifically set forth in the Agreement) license to the Text Message Content while hosted by Veeva; provided that Text Message Content may not be used by Veeva in a way that (i) reveals the substantive content of any communication between Customer and a healthcare provider to any third party, (ii) reveals the substance of any Customer Content posted via the In-App Functionality to any third party, or (iii) identifies Customer in any way to any third party. Text Message Content is stored in an active chat log hosted by or on behalf of Veeva. Veeva automatically deletes Text Message Content from the active chat log in accordance with an active chat retention period (currently, set at 15 months). Text Message Content from text messages that are older than the active chat retention period is automatically copied to a customer-specific, hosted chat repository ("Chat Repository") and then deleted from the active chat log. Customer may at any time extract and retain Text Message Content from the active chat log or from the Chat Repository. Customer is responsible for all actions, including any deletion decisions, related to Text Message Content stored in the active chat log or the Chat Repository. Veeva will notify Customer of any change in its active chat retention period for Text Message Content.

3. Responsibility for Medical Content and Communications; Personal Health Information; Compliant Use of In-App Functionality.

Customer shall have sole responsibility for the accuracy, quality, legal compliance (including privacy-related compliance), efficacy, reliability and appropriateness of all Customer Content loaded via the In-App Functionality and the content of all Customer communications via the In-App Functionality. Veeva does not review, monitor, or approve the substance of any such content or communications. Veeva disclaims all liability arising from the substance of any Customer Content or the content of any communications between Customer and healthcare providers conducted through the In-App Functionality, including any claims arising from third-party use or reliance on such content. The In-App Functionality is not designed to store or transmit protected medical information or any other identifiable information about a patient, as defined by applicable law. The In-App Functionality is not designed to intake adverse-event reports and should not be used by Customer for that

purpose. The terms of the Agreement related to data-privacy compliance and data processing shall apply only insofar as they relate to personal information of Customer employees provided to or processed via the In-App Functionality. It is Customer's sole responsibility to monitor its compliance with all relevant laws, rules, and regulations relating to its use of the In-App Functionality (including compliance with US "Do Not Call Lists" or similar applicable anti-spam measures), and Customer is responsible for its Customer-specific use decisions. Veeva disclaims all liability for such decisions.

4. Definitions.

"Customer Content" means materials uploaded to Veeva's proprietary business network through the In-App Functionality by Customer or a representative of Customer.

"Engage" means the Veeva CRM Engage application or the Vault CRM Engage application, whichever is subscribed to by Customer.

"In-App Functionality" means optional in-app chat and in-app content sharing functionality provided in conjunction with Engage.

"Text Message Content" means (i) the content of text messages sent to healthcare providers by Customer or Customer personnel via the In-App Functionality and (ii) the content of text messages sent to Customer or Customer personnel by healthcare professionals received via the In-App Functionality.