Veeva Master Agreement

This Veeva Master Agreement is between Veeva Systems Inc., a Delaware public benefit corporation with its principal place of business at 4280 Hacienda Drive, Pleasanton, CA 94588, USA ("**Veeva**") and the "**Customer**" as defined in an Order Form or SOW referencing this Agreement and is effective as of the date of the last party's acceptance of the applicable Order Form or SOW referencing this Agreement ("**Effective Date**").

> **Customer agrees to the terms of this Agreement by executing an Order Form that references this Agreement. The order form or SOW signatory represents that they have full authority to bind the company and its Affiliates to the terms and conditions of this Agreement, in which case the term "Customer" shall refer to such entity and its Affiliates as defined below. If the signatory does not have such authority, or does not agree with the terms and conditions of this Agreement, such signatory must not accept the terms and conditions of this Agreement and shall have no rights of access or use of the Software or Professional Services. Veeva reserves the right to refuse to enter into any Agreement, Order Form, or SOW signed by a Customer, in its reasonable discretion.**

The parties agree as follows:

1 Definitions.

1.1 **"Affiliate"** means, for a party to this Agreement, any entity that the party controls, an entity that controls the party, or an entity under common control with the party. "Control," as used in this definition, means having the power to direct the management or policies of an entity, whether directly or indirectly, through the ownership of voting securities, contract rights, or otherwise, and includes ownership of more than 50% of the voting power or ownership interests in the entity.

1.2 **"Agreement"** means this Veeva Master Agreement together with the applicable Supplemental Terms, and any other exhibits, schedules, amendments, addenda, or appendices hereto and documents incorporated herein, and any Order Forms or SOWs referencing this agreement.

1.3 **"Code of Conduct"** means the then-current version of the *Code of Conduct* available at www.veeva.com/contracts.

1.4 **"Confidential Information"** means a party's information marked as confidential or designated as confidential at the time of disclosure and information a reasonable person would understand to be confidential. Confidential Information includes financial information, Personal Data, employee data, business plans and processes, pricing, and documentation not available except by use of a login and password. "Confidential Information" does not include (i) information that is or becomes publicly known through no act or omission of the receiving party, (ii) information gained by the receiving party independent of the disclosing party (iii) information that was in the receiving party's lawful possession before the disclosure, as evidenced by written records; (iv) information that is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (v) information that is or has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, except as permitted under this Agreement. As to Customer, the term "Confidential Information" specifically includes Customer Data. As to Veeva, the term "Confidential Information" specifically includes future product plans, the features, functions, and content of any Veeva Product that are not available to the general public via the public internet, any non-public Veeva Product documentation or specifications provided to Customer, the commercial terms (including pricing) of this Agreement and any Order Form or SOW (but not the mere existence of this Agreement), audit, performance and security test results (whether conducted by Veeva or Customer), and any other proprietary information supplied to Customer by Veeva.

1.5 **"Customer Data"** means any information entered into, uploaded to, or generated by and stored in the Software by or on behalf of Customer other than System Data.

1.6 **"Deliverable"** means any custom-developed documents, designs, or other materials created for Customer under a Statement of Work. "Deliverable" does not include the Veeva Products, the related Veeva Product documentation, Veeva's proprietary education and training content, Veeva data products, or Veeva Professional Services Tools.

1.7 **"Force Majeure Event"** means any act or event beyond a party's reasonable control, including fire, flood, wind, storm, lightning, or similar act of God, embargo, acts of sabotage, terrorism, riot or civil unrest, internet or other utility outages, pandemic, or compliance with any mandatory law, regulation or government action.

1.8 **"Order Form Term"** means the period set forth in an Order Form during which Customer may access and use a Veeva Product under this Agreement.

1.9 **"Order Form"** means an ordering document, mutually executed by the parties, that references this Agreement and orders one or more Veeva Products.

1.10 **"Personal Data"** has the meaning set forth in the Veeva Privacy Terms.

1.11 **"Professional Services"** means the consulting and professional services provided by Veeva to the Customer, which include, without limitation, services related to the training, implementation, and optimization of the Veeva Products, as well as services related to change management, business practice optimization, and event management.

1.12 **"Service Description Document"** or **"SDD"** means the document entitled "*Service Description Document*," which includes descriptions of the features, functions, or contents of applicable Veeva Products. The current version of the Service Description Document will be provided to Customer by Veeva any time during the Term upon request.

1.13 **"Software"** means Veeva's commercially available software applications set forth in an Order Form and any subsequent updates to those software applications.

1.14 **"Statement of Work" or "SOW"** means a document, mutually executed by the parties, that references this Agreement and describes the Professional Services to be provided to Customer.

1.15 **"Supplemental Terms"** means Exhibit A (*Veeva Service Levels and Support Terms*), Exhibit B (*Standard Usage Metrics & Software Terms*), the Veeva Privacy Terms, the Veeva AI Terms, and any other Veeva Product Terms. Supplemental Terms may be updated from time to time and will be made available at www.veeva.com/contracts/; provided that any changes to the Supplemental Terms made during an Order Form Term will only become effective at the time of Customer's next renewal. Supplemental Terms may add to or modify terms of this Agreement as applied to a particular product or offering but may not amend the terms of this Agreement unless agreed by the parties.

1.16 **"System Data"** means data based on information, activities, and actions recorded in or by a Veeva Product that: (1) is limited to transactional, volume, and performance metrics related to Customer's use of the Veeva Products, including but not limited to telemetric information such as usage values and subscription or license counts; or (2) has been anonymized and aggregated such that it does not contain any Customer Confidential Information or Customer Personal Data.

1.17 **"Usage Metric"** means the Veeva-defined standard of measurement for a Veeva Product that is used to determine the permitted use of, and to calculate the corresponding fees payable for, the applicable Veeva Product (*e.g.*, per user, per site, etc.).

1.18 **"Veeva AI Terms"** means the terms set forth on the *Veeva AI Product Addendum* available at www.veeva.com/contracts/, the terms of which are made part of this Agreement.

1.19 **"Veeva Indemnifiable Claim"** means a third-party claim that, subject to the *No Legal Advice* provision in Section 13, arises from Veeva's failure to comply with any mandatory law, regulation, rule, or ordinance imposed by a government body that applies to Veeva's provision of the Veeva Products and/or Professional Services.

1.20 **"Veeva Personnel"** means employees, officers, and directors of Veeva and Veeva Affiliates.

1.21 **"Veeva Privacy Terms"** means the terms set forth on the *Data Processing Addendum* available at www.veeva.com/contracts/, the terms of which are made part of this Agreement.

1.22 **"Veeva Products"** means Software and any other Veeva-created or Veeva-licensed products (including Veeva data products) and services ordered by Customer pursuant to an Order Form or SOW.

1.23 **"Veeva Product Terms"** means the terms that apply to certain Veeva Products and are included in the relevant Order Form through a hyperlink or other reference, the terms of which are made part of this Agreement. The latest versions of the Veeva Product Terms are available at www.veeva.com/contracts/.

1.24 **"Veeva Professional Services Tools"** means any templates, forms, programs, prompts, methodologies, processes, technologies, ideas, insights, recommendations, and other materials or content that Veeva developed or licensed before or outside of its obligations under this Agreement. The term also includes any improvements and modifications made by Veeva to such materials while performing the Professional Services, provided that such improvements and/or modifications do not contain or disclose any Confidential Information of Customer.

1.25 **"Veeva Security Addendum"** means the terms set forth on the *Security Addendum* available at www.veeva.com/contracts/, the terms of which are made part of this Agreement.

1.26 **"Veeva Service Levels and Support Terms"** means the availability commitment and support obligations for the Software set forth in Exhibit A.

2 Term and Termination.

2.1 **Agreement Term.** This Agreement is in effect while Customer or its Affiliate has any active Order Form or SOW that references the Agreement with Veeva (the "**Term**").

2.2 **Mutual Right to Terminate for Cause.** Either party may terminate this Agreement, or an Order Form affected by a material breach without termination of this Agreement, if the other party materially breaches this Agreement and does not cure such breach (or, if the breach is not capable of being cured, discontinues it with appropriate changes to ensure that it is not repeated) within thirty (30) days after receiving written notice of breach from the other party. Either party may terminate this Agreement immediately if the other party terminates or suspends its business as a result of bankruptcy, insolvency, or similar event. All Order Forms and SOWs will terminate upon the termination of this Agreement in accordance with this subsection.

2.3 **Customer's Right to Terminate for Convenience.**

Customer may terminate this Agreement in its entirety, without cause and for any reason, including convenience, upon ninety (90) days' prior written notice to Veeva. The effective date of termination will be the later of (i) 90 days from the notice date; or (ii) the date specified by Customer and set forth in the notice, if any, but not to exceed one year (the "**Effective Date of Termination**"). Termination pursuant to this subsection will terminate all executed documents referencing this Agreement (*e.g.,* then-current Order Forms, SOW, Supplemental Terms, exhibits, and addenda) on the Effective Date of Termination. If Customer terminates this Agreement pursuant to this subsection of the Agreement, the following provisions will apply:

(a) As of the Effective Date of Termination, Customer's subscription to, and right to use, any Veeva Products or Professional Services will cease;

(b) Veeva has no obligation to refund to Customer any amounts prepaid for Veeva Products for the unexpired remainder of an Order Form Term after the Effective Date of Termination;

(c) If the Effective Date of Termination is after the start of a new, unpaid period of an affected Order Form, Customer will remain responsible for a pro-rata portion of the applicable subscription fees from the start of the Order Form period through the Effective Date of Termination; and

(d) Through the Effective Date of Termination, Customer is responsible for all (1) applicable fees for any Professional Services provided, (2) approved expenses incurred, and (3) fees payable in arrears under any usage-based subscriptions.

Customer may terminate a SOW, either in whole or in part, without cause upon not less than thirty (30) days' written notice to Veeva. In such an event, Customer shall pay Veeva for all Professional Services delivered on an hourly basis (or for all work delivered on a percentage-of-completion basis for SOWs not based on hourly fees) up to the date of termination, and for all expenses incurred in connection with the terminated SOW that could not be canceled.

3 Use of Veeva Products.

3.1 **In General.** For the duration of the applicable Order Form Term, Veeva grants Customer a limited, non-transferable (except as for the permissible assignments as set forth in this Agreement), non-exclusive right to access and use the Veeva Products solely for Customer's internal business operations subject to the terms of this Agreement.

3.2 **Usage Limitations.** Each Order Form will specify the applicable Usage Metric for the access to, and use of, the specified Veeva Products, and Customer must comply with the limitations of the applicable Usage Metric. Veeva reserves the right to conduct a reasonable audit of Customer's compliance with the Usage Metric in a manner not to unduly interfere with Customer's business operations.

3.3 **Third Parties.**
Customer Affiliates may access and use the Veeva Products and may place orders with Veeva or Veeva Affiliates for Veeva Products or Professional Services as set forth in Section 4 (*Ordering*). If Customer grants its employees, Affiliates, or any other third parties access to a Veeva Product, Customer will ensure such parties are aware of, and adhere to, the terms of this Agreement. If any such entities or individuals breach this Agreement, Customer is responsible for any such breaches.

3.4 **General Restrictions.** Except where applicable law prohibits such restrictions, Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share, or otherwise commercially exploit or make available the Veeva Products to any third party other than as contemplated by this Agreement; (ii) create derivative works of, disassemble, reverse compile, or reverse engineer any part of the Veeva Products or associated documentation, or access the Veeva Products or associated documentation to design, develop, or build a similar or competitive product or service (or engage a third party to do so); (iii) use the Veeva Products to send spam or to otherwise use the Veeva Products in violation of applicable laws (including the applicable export control laws); (iv) use the Veeva Products to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material; or (v) use the Veeva Products in a manner that may interfere with the use of the software or systems of others, including by conducting any form of penetration testing or vulnerability scanning (except as expressly authorized by Veeva in writing).

4 Ordering.

4.1 **Order Forms for Veeva Products.** Veeva Products ordered by Customer will be listed on a mutually executed Order Form. Each Order Form is governed by the terms of this Agreement. If there is a conflict between the general terms of an Order Form and the Agreement, the Agreement will govern, except as to which Veeva Products were ordered, the Order Form Term, the fees, Usage Metric, currency, payment terms, and any Supplemental Terms specified in the Order Form. Fees and payment obligations are non-cancelable and non-refundable unless otherwise specified in an Order Form or this Agreement.

4.2 **Order Form Term.** The Order Form Term for each Order Form commences on the start date specified in the Order Form. Following expiration of the Order Form Term, the Order Form Term will renew automatically for additional one (1) year periods, unless: (a) the Order Form specifies otherwise; (b) the duration of an Order Form is other than monthly or annual; or (c) either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Order Form Term.

4.3 **Statements of Work for Professional Services.** Any Professional Services purchased by Customer will be set forth on a mutually executed SOW. Each SOW is governed by the terms of this Agreement. If there is a conflict between the terms of an SOW and the Agreement, the Agreement will govern, except as to the scope of work, fees, currency, expenses, and payment terms for the Professional Services specified in the applicable SOW.

4.4 **Other Ordering Documents.** From time to time, Veeva may specify other forms of ordering documents to purchase certain Veeva Products or services as specified in the applicable Supplemental Terms. Such other forms (a) must be signed by the parties and (b) will be governed by the terms of this Agreement. If there are any conflict or discrepancy between those other ordering documents and this Agreement, the Agreement will govern except as expressly provided in the Supplemental Terms.

4.5 **Affiliate Ordering.** Customer's Affiliates may place orders from Veeva and Veeva Affiliates for Veeva Products and Professional Services pursuant to the terms of this Agreement. Affiliates that execute an Order Form or SOW directly with Veeva will be treated as Customer for the purposes of such Order Forms and SOWs.

5 Veeva Obligations.

5.1 **Veeva Products.** Throughout the Term, Veeva will make the Veeva Products available to Customer pursuant to the terms of this Agreement, the Order Form, and applicable Supplemental Terms.

5.2 **Veeva Software Service Level Commitments.** Veeva will host and maintain physical control over the Software, enabling access, use, and operation by Customer, and will provide such access in accordance with the standards set forth in the Veeva Service Levels and Support Terms. Veeva reserves the right to modify the Veeva Service Levels and Support Terms as it reasonably determines to be necessary; provided, however, that any such changes will not degrade the standards of service or protections set forth in those terms.

5.3 **Subcontractors.** Veeva may engage third-party subcontractors to provide portions of the Professional Services to be delivered pursuant to this Agreement. Veeva will retain full responsibility for the performance of its obligations under this Agreement, including any obligations it performs through subcontractors, and will be fully responsible for all acts or omissions of its subcontractors. The use of any subcontractors by Veeva does not relieve or release Veeva from any of its obligations under this Agreement.

5.4 **Privacy Practices.** Veeva maintains documented policies, procedures, and practices regarding the processing of Customer Data that is Personal Data. With respect to the processing of Customer Data that is Personal Data, the parties will comply with the Veeva Privacy Terms.

5.5 **Security and Personnel.** Veeva has implemented and will maintain technical, organizational, and physical measures related to availability, security, and integrity of Customer Data as set forth in the Veeva Security Addendum. Veeva also keeps and maintains a Code of Conduct with which Veeva Personnel are obligated to comply.

6 Authorization to Process Customer Data.

Customer authorizes Veeva and its Affiliates to access, use and otherwise process Customer Data to provide the Veeva Products and Professional Services pursuant to the Agreement (including, as described elsewhere in the Agreement, to provide support for the Veeva Products, to triage suspected Veeva Product defects, to monitor the usage volume and performance of the Veeva Products, to diagnose performance issues, to provide backup and disaster recovery services, and to perform upgrades). Customer further authorizes Veeva to process Customer Data (including Personal Data) as required to anonymize and aggregate it for the purpose of generating System Data. Veeva does not process the following categories of Customer Data to generate System Data: (i) third-party proprietary data that Customer has loaded into the Software, (ii) any Personal Data of patients or clinical trial subjects, (iii) any data from custom fields created by Customer, or (iv) the substantive content of any files stored in the Software by Customer. Veeva's processing to generate System Data, and its use and disclosure of System Data, complies with all applicable laws and regulations (including applicable data protection laws).

7 Intellectual Property Rights.

7.1 **Customer Data.** Customer owns, and will retain all right, title, and interest in and to, all Customer Data.

7.2 **Deliverables.** Upon payment for the associated Professional Services, Veeva hereby assigns to Customer all right, title, and interest in all Deliverables. If the Deliverables contain any Veeva Professional Services Tools, Veeva hereby grants to Customer a perpetual, non-exclusive, fully paid-up, worldwide, sub-licensable license to use the Veeva Professional Services Tools as necessary to use and retain the Deliverables.

7.3 **Veeva.** Veeva owns, and will retain all right, title, and interest in and to, (i) Veeva Products, the documentation, all modifications and/or enhancements to the Veeva Products (regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and/or enhancements provided that they do not reveal Customer Confidential Information), and all inventions or discoveries embodied within the Veeva Products, (ii) proprietary education or training content, (iii) Veeva Professional Services Tools, and (iv) System Data.

7.4 **Third Party Data and Content.** If Customer stores data or content purchased or licensed from a third-party data provider in a Veeva Product, Customer is solely responsible for ensuring its use, processing, reporting against, combination, commingling, and manipulation of such data or content is in compliance with its agreements with the data provider.

8 Confidential Information.

8.1 **Protection and use of Confidential Information.** Each party: (i) may share the other party's Confidential Information with its Affiliates, representatives, and consultants (each an "**Authorized Third Party**") who are bound by an obligation of confidentiality to the party that is as protective of Confidential Information as this Agreement and, with respect to representatives and consultants of Customer, who are not Restricted Competitors; (ii) will use (and will ensure that the Authorized Third Parties use) reasonable efforts (but no less than the efforts used to protect its own Confidential Information of a similar nature) to protect the other party's Confidential Information from unauthorized disclosure; and (iii) may use the other party's Confidential Information only as authorized by this Agreement or by the other party.

8.2 **Required Disclosures.** Notwithstanding the preceding subsection, a party may disclose the other party's Confidential Information to the extent required by an administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided that a disclosing party promptly notifies the other party, prior to a disclosure pursuant to this subsection, in order to enable the other party time to seek a protective order or otherwise challenge or oppose the disclosure requirement, unless such notice is prohibited by law.

9 Payment.

9.1 **Payment terms.** Payment terms are as set forth in each Order Form and SOW.

9.2 **Late Payment.** Each Order Form and SOW will specify the payment due date. If Customer fails to pay within thirty (30) days of the payment due date, and Customer has not disputed the amounts in good faith in writing to Veeva, then, upon fifteen (15) days' notice to Customer, Veeva may suspend Customer's access to the applicable Veeva Product, or suspend the applicable Professional Services, until payment is made.

9.3 **Taxes.** All fees and other charges payable by Customer to Veeva under this Agreement are stated exclusive of all federal, state, local and foreign taxes, levies and assessments of any nature (including value-added, use or withholding taxes). Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer or Veeva arising out of this Agreement, excluding any tax based on Veeva's net income. All payments to Veeva shall be made without deduction or withholding for taxes. If any such deduction is legally required, Customer will pay the tax to the authority and increase its payment so that Veeva receives the full amount originally due.

10 Warranties

10.1 **In general.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement; (ii) this Agreement is executed by a duly authorized representative of that party; and (iii) once duly executed, this Agreement will constitute its legal, valid, and binding obligations.

10.2 **Veeva Warranties.** Veeva represents and warrants as follows:

(a) The Veeva Products will perform substantially in accordance with the applicable Service Description Document during the applicable Order Form Term and Veeva will not materially decrease the overall functionality of the Veeva Product as described in the Service Description Document. Customer must notify Veeva in writing of any claim that a Veeva Product does not comply with the foregoing warranties no later than ninety (90) days after the last day of the month in which the asserted non-conformance occurred.

(b) Veeva will perform the Professional Services in a professional manner consistent with industry standards. Customer must notify Veeva in writing of any claim of breach of warranty relating to Professional Services within ninety (90) days of completion of the Professional Services engagement (normally a SOW) under which the Professional Services were delivered. For any breach of warranty claim relating to Professional Services, Customer's exclusive remedy and Veeva's entire liability will be for Veeva to re-perform the deficient Professional Services at no additional cost to Customer.

10.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VEEVA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE OBLIGATIONS SET FORTH IN THE VEEVA SERVICE LEVELS AND SUPPORT TERMS, VEEVA DOES NOT GUARANTEE OR WARRANT THAT THE VEEVA PRODUCTS WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

11 Indemnification

11.1 **Veeva Indemnity.** Veeva shall, at its expense, defend (or settle), indemnify, and hold harmless Customer, and its directors, officers, and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from (a) a third-party claim that Veeva caused bodily injury (including death) or damaged real or tangible personal property or (b) a Veeva Indemnifiable Claim, in each case provided that Customer gives prompt written notice to Veeva of any such claim, action, or allegation and gives Veeva the authority to proceed as contemplated herein.

11.2 **Infringement Indemnity.**

(a) Veeva shall, at its expense, defend (or settle), indemnify, and hold harmless any claim, action or allegation brought against Customer alleging that the Veeva Product or any Deliverable infringes or misappropriates any copyright, patent, trade secret or any other intellectual property right of any third party, except as excluded in (c), ("Veeva Indemnifiable IP Claim") and shall pay any final judgments awarded or settlements arising from a Veeva Indemnifiable IP Claim.

(b) In the event of any Veeva Indemnifiable IP Claim, Veeva may, at its sole option and expense: (i) procure for Customer the right to continue use of the Veeva Product, Deliverable, or infringing part thereof; (ii) modify, amend, or replace the Veeva Product, Deliverable, or infringing part thereof with other products or services having substantially the same or better capabilities; or, if neither of the foregoing is in Veeva's opinion commercially practicable, (iii) terminate this Agreement (or the portion of any Order Forms or SOW for allegedly infringing materials) and refund to

Customer the prorated amount of the fees prepaid by Customer under the relevant Order Forms or SOWs that were to apply to the remainder of the unexpired Order Form Term, as calculated from the termination date through the remainder of the unexpired Order Form or SOW Term.

(c) Veeva Indemnifiable IP Claims exclude any alleged infringement or misappropriation arising from (i) any use of the Veeva Product in a manner expressly prohibited by this Agreement; or (ii) any use by Customer of the Veeva Product in combination with other products, equipment, devices, software, systems, or data not supplied by Veeva if the claim is directed against such combination; provided that exclusion (ii) is not applicable to combinations with hardware, software, or other technology required to access and use the Veeva Product (e.g., a web browser, an internet connection, a personal computer, and the software platform upon which certain Veeva applications are built).

(d) This Infringement *Indemnity* subsection states the entire liability of Veeva with respect to infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right.

11.3 **Indemnification Process.** For any Veeva indemnification obligations, Veeva has the exclusive right to defend any indemnified claim (including the right to select and instruct counsel) and make settlements thereof at its own discretion. Customer may not settle or compromise any indemnified claim, action, or allegation, except with prior written consent of Veeva. Veeva may not, without Customer's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Customer or includes an admission of fault by Customer. Customer will cooperate with Veeva in the defense and settlement of an indemnified claim and provide such non-monetary assistance and information as Veeva may require to settle or defend indemnified claims.

12 Limitation of Liability.

12.1 **CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS, DATA, OR DATA USE ARISING OUT OF THIS AGREEMENT.

12.2 **LIMITATION OF LIABILITY.** EACH PARTY'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, WILL BE LIMITED TO THE GREATER OF (A) THE FEES COLLECTED BY VEEVA FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF LIABILITY (OR IF LIABILITY ARISES IN THE FIRST TWELVE MONTHS OF THE TERM, THEN THE FEES PAYABLE TO VEEVA DURING THE FIRST TWELVE MONTHS OF THE INITIAL ORDER FORM TERM) OR (B) ONE MILLION DOLLARS ($1,000,000).

12.3 **EXCLUSIONS.** THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION (*LIMITATION OF LIABILITY*) DO NOT APPLY TO (A) THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY (INCLUDING BY A BREACH OF SECTION 3 (*USE OF VEEVA PRODUCTS*)); (D) BREACH OF SECTION 8 (*CONFIDENTIAL INFORMATION)*; OR (E) A VEEVA INDEMNIFIABLE IP CLAIM.

13 Compliance

13.1 **Export Control Laws.** Each party shall comply with the export control laws of the United States that are applicable to the Veeva Products, and which may prohibit use of the Veeva Products in certain sanctioned or embargoed countries.

13.2 **No Legal Advice.** Veeva does not provide legal advice regarding compliance with laws, rules, or regulations in the jurisdictions in which Customer uses the Veeva Products. Customer acknowledges that the Veeva Products may be used or configured in ways that do not comply with applicable laws, rules, or regulations. Customer is solely responsible for evaluating, and monitoring its own compliance with, those laws, rules, and regulations including the use of certain features, functions, and capabilities of the Veeva Products in applicable jurisdictions. Customer is responsible for such Customer-specific use decisions and Veeva disclaims all liability for such decisions.

13.3 **Audit.** Customer may, at Customer expense, audit Veeva one time per year to confirm compliance with Veeva responsibilities pursuant to this Agreement. The Customer representative(s) performing such audit or inspection shall execute a nondisclosure agreement with Veeva in a form acceptable to Veeva with respect to such confidential treatment and restricted use of Veeva's Confidential Information. Access at Veeva's and its third-party hosting facilities shall be subject to Veeva's and its hosting partner's reasonable access requirements and security policies. Customer must give Veeva at least thirty (30) days' prior notice of an audit.

14 Disputes

14.1 **Governing law.** This contract will be interpreted and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions.

14.2 **Dispute Resolution.**

(a) In the event of a dispute between the parties, the parties must first attempt to resolve by face-to-face negotiation, which for the avoidance of doubt may include meeting via teleconference or other virtual means, with employees from each party with a title of vice president or higher in attendance.

(b) If the parties fail to resolve by negotiation, then the parties must attempt to resolve the dispute through non-binding mediation. The mediation will last at least eight hours (unless otherwise agreed by the parties). The parties will share the cost of the mediator equally. If the parties cannot agree to a mediator, then Veeva will propose three experienced, neutral mediators, and Customer will select one from the list of three proposed by Veeva.

(c) If the parties cannot resolve the dispute through negotiation and mediation, then a party may submit the dispute to binding arbitration in California. The arbitration otherwise will follow the Commercial Arbitration Rules of the American Arbitration Association in effect at the start of arbitration and be governed by the Federal Arbitration Act. The submitting party must send a written Demand for Arbitration to the other party. Each party will pay their own costs and expenses, including attorneys' fees, but the arbitrator may allocate all administrative costs and attorneys' fees in the award. The arbitration decision can be enforced in any court.

14.3 **Equitable relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief in the courts or via arbitration processes at any time.

15 Relationship of the parties.

15.1 **Independent contractors.** Veeva and Customer are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. Veeva will be solely responsible for: (i) paying all wages and other compensation to Veeva employees; (ii) withholding and payment of federal, national, local, and state individual income tax, payroll, and other taxes and applicable amounts with respect to payments made to Veeva's employees in the applicable jurisdiction; (iii) providing all insurance and other employment related benefits to Veeva's employees; and (iv) making any overtime payments to Veeva's employees if required by law or regulations.

15.2 **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15.3 **Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (*e.g.*, Federal Express, DHL, UPS) (i) if to Customer: to the attention of "Legal" at the addresses listed in the last signed Order Form (or to such other address as Customer may have designated by like notice forwarded to Veeva hereto), and (ii) if to Veeva: to the attention of "Legal" at 4280 Hacienda Drive, Pleasanton, CA 94588 or electronically to: contracts@veeva.com.

16 Additional Legal Terms

16.1 **Survival.** The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement will survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.

16.2 **Force Majeure.** Neither party will be responsible for any delay or failure in performance under this Agreement (other than to pay fees when due) caused in whole or in part by a Force Majeure Event. If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, any affected Order Forms and SOWs will be deemed extended by the length of the Force Majeure Event.

17 Waiver, Entire Agreement and Amendments, Representations, Severability and Purchase Orders.

(a) The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter.

(b) This Agreement encompasses the entire agreement between Customer and Veeva with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement will remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, will not change, add to, or modify the terms or conditions of this Agreement and will have no effect.

(c) Customer and Customer's authorized representative have had an opportunity to review the Supplemental Terms referenced in this Agreement which are made available on Veeva's website at www.veeva.com/contracts/ and agree with such terms. In order to address changes in markets, business environment, or legal requirements, Veeva may modify such Supplemental Terms, and such changes will become effective for the applicable Veeva Products upon Customer's next Order Form renewal.

(d) Customer acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent), assurance, or warranty (whether or not in writing) of Veeva, a Veeva Affiliate, or any other person (whether or not party to this Agreement) other than as expressly set out in this Agreement. Customer specifically agrees that it has not relied upon, and its purchase of subscriptions is not contingent upon, the future availability of any software, products, services, programs, modifications, enhancements, or updates in entering into the payment obligations in this Agreement.

18 Assignment.

Neither party may transfer or assign this Agreement without the other party's prior written consent, except (i) to a successor in interest following a merger or other change of control, or (ii) to an Affiliate upon receipt of thirty (30) days' notice from the assigning party. In the event an Affiliate to which this Agreement is assigned fails to meet its obligations under this Agreement, the assigning party will remain liable for such obligations.

This Agreement may be executed in counterparts and exchanged electronically or via electronic signature. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement. The authorized representatives of the parties have executed this Agreement by their signatures below:

Exhibit A – Veeva Service Levels and Support Terms

1 Software Availability.

1.1 Commitment. The Software will be available 99.5% of the time (24x7x365), except as provided below. Software availability will be calculated on a **per application** per calendar quarter basis, as follows:

$$\text{total} - \frac{\text{non-excluded} - \text{excluded}}{\text{total} - \text{excluded}} > 99.5\%$$

For purposes of calculating availability and determining the applicable remedies, the following definitions apply:

- "**application**" means each distinct Software product for which Customer has a subscription. If Customer maintains more than one hosted instance of a Software product, each such instance shall be considered an application for purposes of this section (e.g., any distinct, regional Vault databases for the same Software will be treated as a separate application).
- "**downtime**" means a measurement interval during which time the applicable Software is not responsive to an automated request ("**Monitoring Transaction**") generated by Veeva's monitoring software. Measurement intervals for Monitoring Transactions are no more than five (5) minutes on a 24X7 basis. Monitoring Transactions used for the availability calculation include network and application availability requests. The monitoring process does not cover every feature of the Software. With respect to such features, Veeva will investigate any suspected availability problem reported by Customer or which it otherwise becomes aware of and take all commercially reasonable efforts to correct any such issues that can be verified by Veeva.
- "**total**" means the total number of minutes for the applicable quarter.
- "**nonexcluded**" means downtime that is not "excluded."
- "**excluded**" means the following:
  - Any planned downtime of which Veeva gives Customer at least 8 (eight) hours' notice. Veeva will use commercially reasonable efforts to schedule all planned downtime during non-peak usage times (*i.e.*, the hours from 6:00 p.m. Friday to Sunday midnight, U.S. Pacific Time).
  - Any downtime caused by circumstances beyond Veeva's reasonable control, including without limitation, a Force Majeure Event.
  - "**calendar quarter**" means any of the following four periods: (a) January through March, (b) April through June, (c) July through September, and (d) October through and December. For any partial calendar quarter during which Customer subscribes to the Software, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

1.2 Remedies. Should Veeva fail to meet the Software availability commitment for a Software application in a calendar quarter, Customer shall have the option of one (but not both) of the following: First, Customer may receive credit for one full day of the affected Software application (as of the end of the calendar quarter in which the failure occurred), for each full or partial hour the Software availability was below 99.5%. Veeva will apply any such credit to Customer's next invoice (or refunded if there are no forthcoming invoices). Second, if Veeva fails to meet 98% Software availability for a Software application in a calendar quarter, Customer may terminate this Agreement and stop all use of the Software, in which case Veeva will refund to Customer any prepaid fees for the remainder of any active Order Form Terms after the date of termination. The remedies specified in this "Remedies" section are the sole remedies available to Customer for breach of Veeva's Software Availability Commitment.

1.3 Reporting and Claims. Customer must file a claim to be eligible for one of the remedies specified above by sending an email to sla@veeva.com with the following details:

- Billing information, including company name, billing address, billing contact, and billing contact phone number;
- Downtime information with dates and time periods for each instance of downtime during the relevant calendar quarter; and
- An explanation of the claim made under this Agreement, including any relevant calculations.

Claims may only be made on a calendar-quarter basis within thirty (30) days of the end of the relevant calendar quarter, except for periods at the end of this Agreement that do not coincide with a calendar quarter, in which case Customer must make any claim within thirty (30) days after the end of this Agreement. All claims will be verified against Veeva's system records. Should any periods of downtime submitted by Customer be disputed, the parties shall resolve the dispute in accordance with this Agreement.

2 Veeva Support Obligations

2.1 Support of Veeva System Administrators. Veeva provides telephone and email support for Customer's Veeva administrators at no additional charge with the following parameters:

Issue Type		Response Time	Initiated By
Level 1		1 hour	Web portal case on Veeva website or phone call
Level 2		4 business hours	Web portal case on Veeva website
Level 3		1 business day	Web portal case on Veeva website

Level 4		2 business days	Web portal case on Veeva website

2.2 Support Hours. Support is provided by Veeva twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year in a global, follow-the-sun model, and in-region during extended business hours from the support locations available at trust.veeva.com, as updated from time to time.

This support is available for administrators working for or on behalf of Customer to configure, maintain, manage, and support the Software. This support is not available for direct support of Customer's end users. There is no limit to the number of support cases that may be opened. Online self-service resources are available 24/7 both within the application and on the Veeva customer support portal.

2.3 Service Level Classification. Customer administrators will be asked to classify support incidents upon logging a support ticket in accordance with the following support incident definitions:

Level 1 – Urgent. Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available, including:

- The production application is not available.
- The application is in production and malfunctions such that a significant portion of users cannot perform their daily tasks and there is no reasonable workaround.
- The application has a security-related error.
- Any other issue that has a material adverse impact on the Customer's business.

Level 2 – High. Major functionality is impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.

Level 3 – Normal. System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.

Level 4 – Low. Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

2.4 Support Portal. Customer may track the status of support issues via the Veeva customer support portal.

Exhibit B – Standard Usage Metrics & Software Terms

1 Usage Metrics.

The following are Veeva's standard "Usage Metrics" applicable to Veeva Product subscriptions:

1.1 User Subscriptions. A "**User**" means an identifiable and specific person to whom Customer has granted the right to access and use the applicable Veeva Product. A User may be an employee of Customer or its Affiliates, or (subject to the Third Parties and Competitors section below and any restrictions within the applicable Supplemental Terms) a permitted third party such as an agent, contractor, or representative. For any Veeva Products licensed on a per "User" basis, Customer is restricted to the number and type of Users (or such other usage limitation) as set forth in the applicable Order Form. Unless specified in an Order Form, the number of User subscriptions cannot be decreased during the applicable Order Form Term. Individuals may not share or concurrently use a single User subscription during an Order Form Term, but Customer may transfer subscriptions in accordance with this subsection.

1.2 User Subscription Transfers. Customer may transfer a User subscription from one person to a new person provided that: (i) the person from whom the subscription is transferred no longer accesses or uses the applicable Veeva Product during the Order Form Term; (ii) the new person has not previously been a "User" during the applicable Order Form Term; and (iii) the new person is eligible to receive the applicable subscription (*e.g.*, is located in the same region or is of the same user type).

2 Software Terms.

The following terms ("**Software Terms**") apply to the extent Customer has an active Order Form for Software.

2.1 Mobile Applications. If Veeva makes available any features or functions of the applicable Software as a Mobile App, Customer may download, access, and use the Mobile App during the Order Form Term. "**Mobile App**" means a Veeva-created application intended to be downloaded and installed on a mobile device that provides access to certain Veeva Products through such application rather than through a web browser.

2.2 Third Parties and Competitors. Subject to any usage limitations described in the applicable Order Form or Statement of Work, Customer may permit third parties to access and use the Software solely for its internal business operations. Customer is responsible for ensuring that such third parties comply with the terms of this Agreement. The third parties listed at www.veeva.com/third-party-access-and-ai-model/ (the "**Restricted Competitors**") are required to execute Veeva's standard access agreement to authorize their access to the Software and protect Veeva's intellectual property. If Veeva modifies the list of Restricted Competitors, Veeva will notify the newly added Restricted Competitor that a standard access agreement will be required within ninety (90) days of notice for its continued access to the Software.

2.3 Return and Destruction of Customer Data. Unless otherwise stated in an Order Form, upon termination or expiration of all Order Forms for a particular Software application, Veeva will ensure that Customer has access to the Customer Data via such Software application for a period of no less than thirty (30) days ("**Retrieval Period**"). In no event may Veeva preclude Customer from accessing or retrieving the Customer Data during the Order Form Term or during the Retrieval Period. Unless otherwise stated in an Order Form, after termination or expiration of all Order Forms for a particular Software application (i) Veeva shall permanently delete all Customer Data held in the production environment and any sandboxes for such Software application within 120 days, and (ii) Veeva will ensure that Customer Data included in system back-ups for any such Software application are stored in encrypted form and are deleted pursuant to Veeva's then-current back-up deletion process. Upon written request from Customer, Veeva will provide written certification from an executive officer confirming Veeva's compliance with this clause.

2.4 Software Updates. Major release upgrades are typically undertaken up to three (3) times per year. Veeva will provide Customer at least one (1) month prior notice (normally via email) before performing a major release upgrade. Such upgrade notice will include the window in which the upgrade will be conducted and any release notes. Customer will have access to such upgrades in a sandbox environment for a minimum of two (2) weeks before the major release upgrade. Advance notification may not be given for minor upgrades or patches provided such upgrades and patches are not intended to cause system unavailability (however, Veeva will notify Customer by email of details of the minor upgrades/patches post implementation). All upgrades and patches are mandatory.

2.5 New Products. Veeva may introduce new functionality for which it charges an additional or separate fee, and Customer may choose whether or not to purchase such new functionality at Customer's sole discretion. If Veeva removes any features or functionality from the Software provided pursuant to this Agreement and subsequently offers those features or functionality in a new product, then the Software provided pursuant to this Agreement will be deemed to include (i) the portion of the new product that contains the original features, or (ii) if those features cannot be separated out, the entire new product.

2.6 Custom Code. The Software may enable Customer to create or implement its own custom code, prompts, and integrations with third-party applications or to otherwise create custom modifications or extensions not provided by Veeva (collectively, "**Customizations**"). Veeva makes no representations or warranties with respect to, and disclaims all liability arising from, any Customer Customizations or their interaction with the Software. Veeva has no obligation to support or maintain any Customer Customizations.

2.7 Infrastructure. Veeva reserves the right to change existing infrastructure, hardware, and underlying software used to provide the Software as expansion and new technology require. Veeva assumes no responsibility for delays or problems that result from Customer's computing or networking environment, Customer's third-party vendors, and/or Customer's local or long-distance telephone carriers or ISPs. Use of the Software requires certain third-party applications, including a web browser, operating system, and other third-party applications. The third-party applications supported by Veeva and Veeva's policies with respect to such applications are as set forth in Veeva's documentation for the Software.

2.8 Backup. All Customer Data is copied at least daily to a secure and physically remote secondary data center. Customer may audit Veeva's backup and recovery procedures once per calendar year for the purposes of confirming appropriate backup and recovery procedures and capabilities are in place and working effectively.

2.9 Disaster Recovery. In the event of a disaster that renders the primary data center inoperable, disaster recovery procedures will be followed. The recovery procedures involve restoring the last backup of Customer Data to the secondary data center. The Software will have disaster recovery procedures with a Recovery Point Objective (RPO) of not more than 4 hours and a Recovery Time Objective (RTO) of not more than 24 hours.