Veeva AI Product Terms

These Veeva AI Product Terms (these "**Product Terms**") apply to any executed Order Form for a Veeva AI product that references these Product Terms. These Product Terms are incorporated into the master agreement or other agreement governing Customer's use of Veeva Products (the "**Agreement**"). In the event of any conflicts between the terms of these Product Terms and the Agreement, these Product Terms will control with respect to Veeva AI Functionality. Veeva may update these Product Terms at any time provided that such modifications will be effective as of the next Order Form referencing such terms. Any capitalized terms used herein, but not defined, have the meaning set forth in the Agreement.

The parties agree as follows:

1. **Veeva AI Functionality**. Veeva AI Functionality is "Software," as that term is used in the Agreement, and the terms of the Agreement that are applicable to Software are applicable to Veeva AI Functionality. With respect to Veeva AI Functionality, the following additional terms apply:

   (A) **Notice of Veeva AI Functionality.** Veeva will include a high-level description of the use of Veeva AI Functionality in Veeva Products in the applicable Service Description Document, release notes, and documentation. Such description may include information about the purpose and function of the Veeva AI Functionality and the AI Models used (or usable) by the Veeva AI Functionality.

   (B) **Protection of Customer Data**. Veeva's use of Generative AI does not alter its obligation to deliver the Veeva Products in compliance with the Agreement, including provisions governing the use, protection, and ownership of Customer Data. Veeva will not use (and will not permit any third party to use) Customer Data to train, develop, or enhance any AI Model for the benefit of any other customer or third party, unless Customer provides written consent.

   (C) **Ownership.** As between Veeva and Customer, all Customer-created AI Inputs to, and all associated AI Outputs from, Veeva AI Functionality are Customer Data for purposes of this Agreement, except to the extent such AI Inputs or AI Outputs contain Veeva AI Content, which remains owned by Veeva and provided to Customer solely as provided in the applicable Order Form or SOW. For clarity, Customer's use of Veeva AI Functionality is not intended to transfer any rights or ownership of any intellectual property from one party to another.

   (D) **AI Outputs.** Customer acknowledges that Generative AI can make mistakes. For Veeva AI Functionality, Veeva will use AI models appropriate for commercial use and will take reasonable steps to design Veeva AI Functionality to minimize the likelihood that AI Outputs may be illegal, infringing, misleading, inaccurate, or otherwise unreliable. Notwithstanding the foregoing, Customer is solely responsible for the use of and reliance on any AI Output.

   (E) **Security Measures.** Veeva will use commercially reasonable efforts to evaluate the security of any Veeva AI Functionality and implement protections no less secure than other Software safeguards required for the protection of Customer's Confidential Information and Customer Data.

   (F) **Acceptable Use.** Customer will not, and will not permit any third party to, use the Veeva AI Functionality in a way that: (a) is abusive, malicious, or fraudulent; (b) interferes with, disrupts, or degrades the performance, security, or integrity of the Veeva AI Functionality, any Veeva-provided AI Model, or Veeva's infrastructure, including by making an excessive number of requests; (c) attempts to discover or reverse engineer the underlying components, source code, or trade secrets of the Veeva AI Functionality (including embedded prompts, instructions, or context created by Veeva and made available via an agent or similar AI functionality) or any Veeva-provided AI Model; (d) generates any AI Output that is unlawful or harmful or may infringe on a third party's intellectual property rights; or (e) violates applicable law or the terms of the Agreement. In the event payment for the Veeva AI Functionality subscribed to under an applicable Order Form is not made in accordance with the applicable Order Form, Veeva shall have the right, at its sole option and without further notice, to suspend Customer's access to such Veeva AI Functionality and to the associated Veeva Product underlying the Veeva AI Functionality until full payment is made.

   (G) **Compliance.** Customer acknowledges that the Veeva AI Functionality may be used in ways that do and do not comply with applicable laws, rules, or regulations and it is Customer's sole responsibility to monitor its own compliance with all such relevant laws, rules, or regulations in connection with its use of any Veeva AI Functionality.

   (H) **Audits.** If Customer is subject to any governmental or regulatory audit related to the Veeva AI Functionality, Customer may reasonably request the results of any testing, evaluation, validation, and verification of the AI Functionality as necessary to respond to the audit. Veeva will make its documentation of the Veeva AI Functionality necessary to respond to the audit available to Customer. Customer will promptly notify Veeva if any audit requires the disclosure of Veeva Confidential Information so that it may have the opportunity to review and seek confidentiality protections.

2. **Customer AI Models and Agents.**

   (A) Customer is solely responsible for the performance, security, and compliance of any Customer AI Model or Generative AI functionality provided by Customer (including AI Model offered by a Veeva partner) used in connection with any Veeva Product

or Deliverable.

(B) If the Veeva AI Functionality permits Customer to create its own "agents" or send Customer-created instructions to Veeva-provided AI Models, the following terms apply:

i. Customer is solely responsible for the design, development, implementation, and use of any agent Customer creates as well as the AI Output that results from its use.

ii. If Veeva reasonably determines that Customer's agent or user violates Section 1(f) (Acceptable Use) of these Product Terms, Veeva may suspend the agent's or user's access to the Veeva AI Functionality immediately and without notice.

3. Definitions. The following terms apply to these Product Terms. All other capitalized terms have the meanings set forth in the Agreement.

(A) "**Veeva AI Functionality**" means a Generative AI feature or function provided by Veeva, including via a Veeva-provided AI Model, whether such functionality is licensed separately or incorporated into an existing Veeva Product subscription. This definition can include Veeva-created AI agents, prompts, instructions, or other means of interacting with an AI Model or system.

(B) "**AI Input**" means the prompts, instructions, context, and data provided to an AI Model.

(C) "**AI Model**" means an artificial intelligence model, method, or system trained on large and diverse datasets.

(D) "**AI Output**" means the response (including any content) returned from an AI Model.

(E) "**Customer AI Model**" means an AI Model on a Customer-operated or -controlled system which Customer elects to connect to a Veeva Product via an API.

(F) "**Deliverable**" has the meaning set forth in the Agreement, or if no such definition exists, then it means any custom-developed documents, designs, or other materials created by Veeva for Customer under a Statement of Work, excluding the Veeva Products and related documentation, Veeva's proprietary education and training content, and any other content or materials created before the professional services or outside the scope of the Statement of Work.

(G) "**Generative AI**" means a class of artificial intelligence that uses an AI Model to generate probabilistic outputs or novel content for a given input. Generative AI specifically excludes conventional statistical modeling tools, including functions for linear or exponential regression; business intelligence dashboards and standard data analysis functions; and deterministic algorithms or functions.

(H) "**Software"** has the meaning set forth in the Agreement, or if no such definition exists, then it means Veeva's commercially available software applications ordered by Customer pursuant to an Order Form.

(I) "**Veeva AI Content"** means Veeva-created prompts, instructions, and agentic code added to Customer AI Input as well as Veeva's proprietary data products or content used in connection with Customer AI Input.

(J) "**Veeva Product**" has the meaning set forth in the Agreement, or if no such definition exists, then it means Software and any other Veeva-created or Veeva-licensed products or services ordered by Customer pursuant to an Order Form.