Data Products Terms

The following product terms (**"Product Terms"**) govern use of Veeva's Data Products to the extent Customer has licensed one or more Data Products (defined below). These Product Terms are incorporated into the master subscription agreement or other agreement governing Customer's use of Veeva Products (the "**Agreement**"). In the event of a conflict between the Agreement and these Product Terms, the following terms shall control solely with respect to the Data Products. Veeva may update these Product Terms at any time provided that any such modifications will be effective as of the next Order Form reflecting such terms. Any capitalized terms used herein, but not defined, have the meaning set forth in the Agreement.

These Product Terms consist of:

- Core Data Products Terms (last updated November 16, 2026)
- Use of Veeva Data Products with Artificial Intelligence (last updated November 16, 2026)
- Interaction DCRs (last updated November 16, 2026)
- OpenData Terms (last updated November 16, 2026)
- Compass Terms (last updated November 16, 2026)
- Link Terms (last updated November 16, 2026)

These Product Terms apply as set forth below.

The parties agree as follows:

Core Data Products Terms

The following terms apply to Customer's use of all Data Products. In the event Customer and Veeva have separately agreed to substantially comparable terms through other means (including in a master agreement or Order Form), such terms will continue to apply but will be supplemented by these Product Terms as to subject matter not addressed in such separate terms.

1. **Data Products**.

During the subscription term specified in the applicable Order Form, Veeva grants to Customer a limited, non-transferable (except as set forth herein), non-exclusive, world-wide license to access and use Data Products for its own internal business purposes in accordance with these Product Terms. The content of the specific Data Product ordered is described in the applicable Service Description Document for the Data Product.

Data Products contain Software with a data component. The data is considered a Veeva Data Product as that term is defined in the Agreement. Any associated access portals or tools provided are considered Software.

Usage Rights. Each Order Form will set forth any usage limitations for the Data Products that are applicable to the products covered by the Order Form (e.g., user limits, geographic limits), and Customer is restricted to usage consistent with such usage limitations. Customer users shall be individual human beings and, subject to the subsection below titled *Use by Third Parties*, may be employees, consultants, contractors or agents of Customer.

Data Change Requests. Veeva Products, customer support processes, and steps during the implementation of the Data Products may allow Customer to suggest improvements, corrections, additions, modifications, enhancements and updates to the Data Products, or Customer may submit records to Veeva for matching and validation as part of the implementation of the Data Products (collectively, "**DCRs**"). Customer hereby agrees that it has all rights necessary to provide the data embodied in DCRs to Veeva and Customer will not submit DCRs based on proprietary data that Customer has licensed from a third party. Customer shall retain ownership of the raw data in any DCRs submitted to Veeva, and Veeva shall retain ownership of any information submitted to Veeva via the DCR process that is then independently validated by Veeva.

Transition Matching. Customer may access and use the Data Products for Transition Matching by Customer subject to Customer's adherence to Veeva's transition matching requirements which specify that the Data Products may not be used to improve or enhance a third-party dataset (if Customer intends to perform Transition Matching, Customer may request a copy of Veeva's transition matching requirements). If Customer wishes to use a third party to conduct Transition Matching, such third party shall execute a separate transition-matching agreement with Veeva.

Use by Third Parties. Customer may not provide access to any portion of the Data Products to a Data Provider or a Data Analysis Provider, until, in each case, such Data Provider or Data Analysis Provider has entered into the appropriate authorized data use agreement ("ADUA") with Veeva, or Customer has otherwise obtained Veeva's written consent to provide the Data Products to such Data Provider or Data Analysis

Provider. Third parties who are not Data Providers or Data Analysis Providers are not required to enter into an ADUA in order for Customer to grant them access to Data Products; provided that (i) such access is subject to the terms of, and compliance with, the Agreement and these Product Terms, (ii) Customer remains responsible for ensuring that any third parties that are provided access to Data Products are aware of and comply with the Product Terms, including the obligation to maintain the confidentiality of the Data Products, (iii) Customer ensures that such third parties' access and use of the Data Products is only to provide services to Customer, is only for the customer's internal business requirements, and is not for any competitive purposes, and (iv) Customer is responsible for breach of the Agreement by any such third parties that do not enter into an ADUA with Veeva.

Limitations. Customer shall not (and shall not engage or allow any third party to): (i) use the Data Products for any purpose other than Customer's internal business purposes (such internal business purposes include sales and marketing of Customer's products); (ii) use the Data Products to create, cleanse, correct, improve, enhance, or validate any similar collection of data not provided by Veeva; (iii) provide a third party with access to or use of the Data Products for the purpose of allowing the third party to benchmark or compare any third-party data to the Data Products (e.g., in support of a sales effort by a third party); (iv) distribute, publicly disclose, lease, loan, sell or sublicense any portion of the Data Products; (v) use the Data Products in a way that violates applicable law; or (vi) otherwise attempt to modify, reverse engineer, or reverse assemble the Data Products, or in any way attempt to discover Methods.

Software and Portals. If a Veeva Product contains both a Software and Data Product component (such as when a web portal or other application is used to access the data), these Product Terms apply to the proprietary data within the Veeva Product.

2. Ownership.

As between Veeva and Customer, Veeva owns all rights, title, and interest in the Data Products, the data contained within them, all modifications, improvements, and/or enhancements thereto, and all inventions or discoveries embodied within the Data Products. Such ownership of rights by Veeva include but are not limited to the exclusive right to commercial distribution of the Data Products, all copyrights and other intellectual property rights related thereto, and to any derivative works. No rights of ownership in, or title to, the Data Products are granted to Customer. Customer acknowledges that Veeva has spent and continues to spend considerable time and resources on the selection and arrangement of the content of the Data Products as an original intellectual creation and as a producer of the Data Products to collect, collate, compile, reformat and structure the Data Products. Accordingly, Veeva and its suppliers' own author's rights /copyright in the selection and arrangement of the contents of the Data Products and in the electronic materials necessary for its operation and Veeva also owns database rights (*sui generis* rights) in the Data Products.

3. Confidentiality.

Veeva Confidential Information includes the Data Products and the Methods regardless of whether certain elements of the Data Products are otherwise publicly available.

4. Privacy & Compliance.

Consents. Veeva has all necessary right to provide the Data Products to Customer. However, Customer's further specific use decisions with respect to the Data Products (e.g., for Customer's sales and marketing purposes) and compliance with all applicable data privacy and protection requirements and regulations with respect to such uses (including gathering further consent from the data subjects) remain the responsibility of Customer.

Transfers of Bulk Data. Customer is neither (i) a Covered Person as defined in 28 CFR §202.211, nor (ii) Controlled by a Foreign Adversary as defined in 15 U.S.C. §9901. Customer shall not provide access to the Data Products to any Country of Concern as defined 28 CFR §202.209, Covered Person, or entity Controlled by a Foreign Adversary, except as permitted by and at all times in full compliance with applicable law, including but not limited to the Protecting Americans' Data from Foreign Adversaries Act of 2024 and the U.S. Department of Justice Rule on Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern. Customer agrees to certify to Veeva its compliance with this paragraph upon request.

De-identified Data. Certain Data Products licensed to Customer consist of information (i) derived from patient information that was originally collected, created, transmitted, or maintained by an entity regulated by the Health Insurance Portability and Accountability Act, California's Confidentiality of Medical Information Act, or the Federal Policy for the Protection of Human Subjects, and (ii) that has been de-identified in accordance with the requirements set forth in 45 C.F.R. §164.514(b)(1) (such information hereinafter collectively referred to as "De-identified Data"). In no event may Customer reidentify or attempt to reidentify the De-identified Data. If Customer discloses the De-identified Data to any third party, Customer shall contractually obligate any such third party to comply with the same or stricter restrictions and conditions provided in this Section.

Customer Compliance. Customer warrants that (i) it shall comply with all privacy and data protection laws and regulations with respect to its use of Data Products and any data Customer shares with Veeva, and (ii) Customer has all rights necessary to share the data it shares with Veeva.

Mandatory Contractual Clauses. With respect to the Data Products, the parties act as independent data controllers within the meaning of the applicable privacy laws. The Parties agree mandatory contractual clauses that are adopted by an applicable data protection authority and posted to www.veeva.com/contracts/ ("**SCCs**") will apply as to personal data within the scope of the SCCs and the applicable Order Form, as related to Customer's subscription to Data Products and Customer's license of data embodied in an Interaction DCR (if any) to Veeva, unless the parties have previously signed a version of those standard clauses that govern instead. The terms of the SCCs are made part of these Product Terms.

5. **Accuracy.**

Veeva endeavors to maintain the Data Products with information that is accurate, complete, current, and timely. VEEVA DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE DATA PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE DATA PRODUCTS, AND VEEVA SHALL HAVE NO LIABILITY WHATSOEVER FOR SUCH DECISIONS. In consideration of the use of all or part of the Data Products, Customer hereby releases Veeva, its officers, directors, employees, suppliers and agents from any and all liability whatsoever for inaccurate or incomplete information contained in the Data Products.

6. **Third Party Data**.

If Veeva licenses any of the data included in the Data Products from a third-party source ("**Third-Party Licensor**"), Veeva may disable access or remove data provided by a Third-Party Licensor from the Data Products if Veeva's agreement with any such Third-Party Licensor is terminated or expires.

7. **Rights in Data Products after termination.**

Upon termination or expiration of a Data Product subscription, the following terms will apply:

Veeva ID. Customer may associate a Veeva ID in a Data Product with a data record in Customer Data. Customer may retain and use the Veeva ID perpetually for any purpose and may match the Veeva ID to third-party proprietary data.

Other Retained Data. Customer may use and retain only the Retained Data (other than the Veeva ID). Otherwise, upon termination or expiration of a Data Product subscription, Customer may not use any portion of the Data Product for call planning, targeting, incentive compensation, territory management, or for the purpose of enabling personnel to contact or communicate with health care providers, health care organizations, or clinical trial staff, and Customer shall remove the Data Products (other than the Veeva ID) from the portions of any systems (including any MDM, CRM or clinical systems) used for such purposes.

Continued Use. Customer's continued use of Retained Data, or Embedded Data (defined below) with respect to Professional Service Deliverables, shall remain subject to the limitations set forth in this Agreement, and, other than the Veeva ID, Retained Data and Embedded Data may not be further matched to any third-party data or customer data after expiration of the applicable subscription. Upon request, Customer shall furnish Veeva with a certificate signed by a Customer executive confirming compliance with this section.

8. **Professional Services**.

If Veeva provides Data Products (or portions of Data Products) in connection with any Professional Services, and if only reasonably limited portions of the Data Products (portions not capable of use as a functional equivalent or substitute for the applicable Data Product) have been embedded within Deliverables or other stand-alone documents (*e.g.*, visuals, reports, etc.), Customer shall have a perpetual, limited, non-exclusive, non-transferable (except as set forth herein) right to retain and use the portions of any Data Products embedded in such materials ("**Embedded Data**").

Use of Data Products with Artificial Intelligence

If Customer uses Data Products (including Embedded Data or Retained Data) in connection with AI Tools, it may do so only in compliance with the following terms:

AI Permitted Use. Customer may use Data Products with an AI Tool provided that:

a. Customer uses the Data Products solely as AI Inputs.
b. Customer does not use the Data Products to Train an LLM.
c. If Customer uses an LLM provided by a third party, Customer obtains the following contractual protections: (i) AI Inputs are treated as Customer's confidential information; (ii) the third-party provider may not use AI Inputs to Train its LLM; and (iii) as between Customer and the LLM provider, Customer owns all AI Outputs.
d. Customer will not allow the Data Products (i) to be used for the benefit of any entity other than Customer (including for the benefit of any provider of AI Tools or LLMs to Customer) or (ii) to be disclosed to an unlicensed third party.
e. Customer may use the Data Products as a reference source in a retrieval-augmented generation (RAG) model or as AI Inputs so long as such use does not involve Training the underlying LLM. Notwithstanding any other terms of the Agreement, Customer may not use Data Products as AI Inputs after Customer's subscription to the Data Products ends.
f. Veeva retains all rights in any portion of the Data Products used in connection with any AI Inputs. Nothing in this Addendum is intended to transfer any additional rights or ownership of any Veeva proprietary materials from Veeva to Customer as a result of Customer's use of Data Products with an AI Tool.

AI Outputs. If any AI Output includes or reveals elements of a Data Product, such elements will be deemed Embedded Data in accordance with the terms of the Agreement. Customer may not create an AI Output that has the effect of copying or replicating a significant portion of the total data attributes of a Data Product licensed by Customer or that can be used as a functional equivalent or substitute for a Data Product licensed by Customer.

Interaction DCRs

The following terms apply to the extent Customer has an active Order Form for an OpenData product and submits, or intends to submit Interaction DCRs:

Ownership and license. Customer shall retain ownership of the raw data submitted to Veeva in any Interaction DCR. Customer hereby grants Veeva a perpetual, irrevocable, non-exclusive, fully paid-up, worldwide, sub-licensable license to use, market, update, maintain, and sell any of the data embodied in an Interaction DCR.

Submission of Interaction DCRs. If Customer submits any Interaction DCR, Customer confirms that (i) the information contained in an Interaction DCR is based on Customer's recent interaction with the subject and such data is reasonably accurate; (ii) Customer has all rights necessary to provide the data embodied in an Interaction DCR to Veeva; (iii) the data embodied in an Interaction DCR is not based on, and does not contain any, proprietary data that Customer has licensed from a third party (*e.g.*, IQVIA); and (iv) Customer's collection and transfer to Veeva of the information, including any personal data, contained in an Interaction DCR complies with applicable laws (including any requirements for Customer to provide notice to or gain consent from the data subject and any obligations with respect to the sale or sharing of data subject's personal data included in an Interaction DCR).

Veeva's use of Customer Interaction DCRs. Veeva agrees that use of Interaction DCR's is at its own risk and, save for the confirmations in this Section, Customer bears no liability for use of the Interaction DCR's by Veeva or sub-licensees of Veeva.

OpenData Terms

The following terms apply to any active Order Form that Customer has for an OpenData product, unless such Order Form contains its own substantially comparable terms:

Veeva OpenData records from the UK. For certain VeevaOpenData regarding HCPs, the GMC license information provided in Veeva OpenData records is sourced from the GMC List of Registered Medical Practitioners ("LRMP"). Please inform end-users to refer to the LRMP for additional information related to these data attributes or to view the full list of GMC licensees.

Veeva OpenData records from Germany. The quality reports of German hospitals which are sourced from Gemeinsame Bundesausschuss ("G-BA") are only included partially or in part and in connection with other sources. The recommendations and results given do therefore not represent an authentic reproduction of the quality reports. A complete, unaltered presentation of the hospitals' quality reports is available at www.g-ba.de.

Compass Terms

The following terms apply to any active Order Form that Customer has for a Compass product, unless such Order Form contains its own substantially comparable terms:

Access to Veeva Compass. Veeva Compass may only be accessed and used by employees of Customer and Customer Affiliates, including those based outside of the US, and only in connection with the brand(s) listed on the applicable Order Form. The Veeva Compass products are comprised of only United States data. A Veeva Compass user cannot be a Covered Person or entity Controlled by a Foreign Adversary as outlined in the Transfers of Bulk Data paragraph in Section 4 above, regardless of the user's location.

Use Restrictions for Veeva Compass. Customer and/or any third party it partners with may not, without written permission from Veeva, engage in the following activities: (i) join Veeva Compass products at the patient level with any third party data; (ii) store a bridge or common token (inclusive of probabilistic patient ID Matching) to any of the Veeva Compass products under any circumstances; (iii) attempt to re-identify data contributors within the Veeva Compass Data Network; (iv) impute any data variables (i.e., assign a value to a variable or field by inference from the value of other variables/fields, records, or external data) within the schema of any Veeva Compass product(s); or (v) enrich and/or expand the existing patient-level data schema for Veeva Compass Patient with the exception of HCP and HCO attributes.

Link Terms

The following terms apply to any active Order Form that Customer has for a Link product, unless such Order Form contains its own substantially comparable terms:

Additional Support for Veeva Link. Subscription to Veeva Link does not include services support for implementation, training, CRM integration, or ongoing project management support. Any additional services support will be covered under a separate SOW.

Definitions

The following terms apply to this Addendum."**AI Input**" means instructions, prompts, agentic instructions, context or other information provided to an AI Model and used by the AI Model to generate AI Outputs.

"**AI Output**" means any data, text, images, or other information generated or returned by an AI Model in response to an AI Input.

"**AI Tool**" means an artificial intelligence tool, functionality, feature, agent, or system, including an LLM.

"Data Analysis Provider" means any person or entity that will perform matching or analysis of the Data Products or use the Data Products to generate analysis or other deliverables for Customer.

"Data Products" means Veeva Products that are proprietary datasets and databases that Veeva creates and licenses to customers.

"Data Provider" means any entity (including any subsidiary or other affiliate of any entity) that is also a provider of data (e.g., IQVIA, PRA, Medpro, Binleys).

"De-identified Data" means information (i) derived from patient information that was originally collected, created, transmitted, or maintained by an entity regulated by the Health Insurance Portability and Accountability Act, California's Confidentiality of Medical Information Act, or the Federal Policy for the Protection of Human Subjects, and (ii) that has been de-identified in accordance with the requirements set forth in 45 C.F.R. §164.514(b)(1).

"**Deliverables**" has the meaning set forth in the Agreement, or if no such definition exists then it means all custom developed documents, designs, and other materials authored or prepared by Veeva for Customer pursuant to a statement of work. The term "Deliverable" does not include the Veeva Products, Data Products (or portions thereof), Veeva Product documentation, Veeva's proprietary education and training content, or other materials developed or licensed by Veeva prior to or apart from performing its obligations under a statement of work.

"Interaction DCR" means a DCR in the Territory that Veeva is unable to independently validate and which Customer has confirmed was based on Customer's recent interaction with the subject of the DCR (*e.g.*, a healthcare provider). Veeva may exclude any Interaction DCR from OpenData for any reason, in its sole discretion, including where privacy laws may require Veeva or Customer to take additional steps to support the processing or collection of Interaction DCRs. **"LLM"** or "**Large Language Model"** means a deep learning model trained on large datasets, capable of processing and generating human-like text and other forms of response by utilizing probabilistic distributions to produce non-deterministic responses based on user-provided AI Inputs.

"Methods" means the business rules, algorithms, and other methods used to create Data Products.

"**Retained Data**" means a portion of a Data Product that is necessary to be retained for legal compliance or historical financial reporting purposes.

"Territory" means all countries for which Customer maintains an active OpenData subscription.

"Training" or "Train" as to an LLM means the process of exposing an LLM to data for the purpose of adjusting its internal parameters (weights) through computational analysis, resulting in a permanent change to the LLM's underlying mathematical structure that allows the LLM to "remember" patterns and information without needing them to be provided as an AI Input. Training includes initial training (the creation of a foundational model) and fine-tuning (the subsequent adaptation of a model to specific tasks or domains). Training does not include providing a completed LLM with external context data for the LLM to reference in response to a particular AI Input.

"Transition Matching" means a match of the Data Products to third-party or Customer data for the purpose of transitioning away from a Data Product to third-party or Customer data.

"**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 Customer pursuant to an order form.