Veeva Digital Events Terms

The following product terms ("**Product Terms**") apply to Event Services that are provided to Customer by Veeva. These Product Terms are incorporated into the agreement between Customer and Veeva governing Veeva's provision of Professional Services ("**Agreement**"). In the event of a conflict between these Product Terms and the terms of the Agreement, the following terms shall control solely with respect to Events Services. Veeva may update these Product Terms at any time, provided that any such modifications will be effective as of the next Statement of Work ("**SOW**") referencing such Event Services. Any capitalized terms used herein, but not defined, have the meaning set forth in the Agreement.

1 EVENT SERVICES.

Purchase of Event Services. Customer may purchase Event Services via a mutually executed SOW in accordance with the terms of the Agreement. Each SOW for Event Services is governed by the terms of this Addendum and in the event of any conflict or discrepancy between an SOW, this Addendum, and the terms of the Agreement, this Addendum shall govern except as to the scope of work, event, and event cancellation policies, fees, currency, expenses and payment terms for the Event Services, for which the SOW will govern.

2 HEALTH CARE PROVIDERS.

Transfer of Value Reporting. Customer may be required to report any transfer of value made directly or indirectly to physicians or other healthcare professionals pursuant to applicable laws. As such, upon request, Veeva shall provide to Customer the names of Veeva Personnel who will be performing Event Services under the applicable SOW who are physicians or other healthcare professionals, and, if requested, assist Customer in gathering the necessary information for Customer to comply with any disclosure, reporting or compliance obligations relating to any transfer of value to such Veeva Personnel by Customer under applicable laws. Veeva will be responsible for informing each employee performing Event Services under the applicable SOW who is a physician or other healthcare professional of any potential reporting obligations to Customer.

Engaging Health Care Professionals. Veeva will work with Customer to secure an appropriate agreement that will be between Customer and those HCPs. Customer will be solely responsible for determining the fees payable to HCPs engaged in connection with the Event Services. Veeva shall pay compensation to each HCP engaged pursuant to this section in accordance with the terms of these Product Terms. In no event will Veeva (i) represent to an HCP that he/she will receive a certain fee prior to obtaining Customer's approval; (ii) provide an HCP with any funds or other incentive; (iii) enter into an agreement directly with an HCP providing Event Services hereunder; or (iv) request that an HCP initiate work prior to the HCP executing an agreement with Customer.

Payments to HCPs. If any Event Services involve payments, promises of payments or any transfers of value to HCPs, Customer and its Affiliates are solely responsible for determining whether the transfer of value intended will be reportable under applicable law, industry code of practice, or Customer policy. When requested, Veeva will collect and provide Customer-requested information in its possession in a timely manner, on payments, reimbursements, or other transfers of value provided to HCPs as a result of the applicable SOW.

3 FEES AND PAYMENTS.

Generally. Each SOW sets forth all the charges payable to Veeva by Customer for performing the Event Services specified therein and are payable in accordance with the terms of the Agreement.

Pass-Through Expenses. Veeva will invoice Customer monthly for all Pass-Through Expenses and Customer shall pay such invoices within seven days from the date on which Customer received Veeva's invoice. Customer may request a meeting to reconcile any Pass-Through Expenses no more frequently than once monthly. Any discrepancy in Pass-Through Expenses will be handled as follows: (i) in case a balance remains, Veeva will invoice Customer for such balance and Customer will pay such amount within five business days of receipt of invoice, or (ii) in the case of an overpayment, Veeva will credit the difference in a subsequent invoice.

Fair Market Value. The parties acknowledge and agree that the compensation set forth in an approved SOW (i) is, and shall be, the fair market value of the Event Services, (ii) is not dependent on the volume or value of any referrals between Customer and Veeva or any of their respective Affiliates, and (iii) does obligate Veeva or any other person to purchase, use, recommend or arrange for the use of any Customer Product.

4 ADVERSE EVENT REPORTING.

In general. In the performance of Event Services, and in the absence of a Customer employee being present during the performance of the Event Services, if Veeva or any Veeva Personnel becomes aware of any AE (whether the information is associated to the Customer Product by reference to its generic name or by reference to its trademark) during or in performance of the Event Services, it shall forward such information to Customer.

Reporting. Veeva shall make good faith efforts to report to Customer all AEs of which it becomes aware, within five business days of the initial report made to Veeva, using the AE reporting form provided by Customer. The form provided by Customer will include directions for submitting to Customer. Veeva will take reasonable steps to maintain records of confirmation of successful transmission and provide such confirmation upon the request of Customer.

Training. Notwithstanding the preceding, Customer is solely responsible for supplying adequate training to Veeva Personnel in connection with reporting AEs in accordance with this section, and the time and expense for undergoing such training may be chargeable to Customer.

5 AUDIT.

Financial Audit. In connection with Customer's audit rights under the Agreement, Customer may, at Customer expense, audit Veeva's records and documentation to confirm Veeva's financial compliance to the Agreement (for example, calculation of rebate, confirming appropriate rates are changed to Customer).

6 Definitions

"AE" means any untoward medical occurrence in a patient, clinical investigation subject or consumer and is temporally associated with the use of a Customer Product, whether or not related to the product.

"Customer Product" means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied, or distributed by or on behalf of, any division or operating company of Customer or Customer Affiliate, whether in the United States or in any other country.

"Event Services" means the meeting and event management services (*e.g.*, support for Customer sales representatives and healthcare professionals, speaker onboarding including vetting/debarment checks, speaker contracting including conflict of interest statement, payment to speakers and related transfer of value reporting, full meeting logistics coordination, program closeout and document verification, pass-through payments for venue payments, audiovisual equipment, etc., and reporting requirements as mutually agreed by the parties) authorized by Customer and set forth in a mutually agreed upon SOW for such services.

"HCP" means health care provider.

"HCP Payments" means direct or indirect payments or other direct or indirect transfers of value to HCPs or healthcare organizations made by Veeva on Customer's behalf.

"Incidental Expenses" means incidental costs or expenses of any nature incurred by Veeva in connection with rendering the Event Services, including travel expenses, clerical and administrative expenses, and telecommunications charges, other than those designated as Pass-Through Expenses or otherwise designated as reimbursable on the applicable SOW.

"Pass-Through Expenses" means all amounts paid by Veeva on behalf of Customer in connection with the Event Services including venue charges, catering charges, transportation and hospitality charges for speakers, charges for postage and printing for events, charges for audio-visual equipment for events, and any HCP Payments.

"Veeva Personnel" means any personnel furnished or engaged by Veeva to perform any part of the Event Services, including employees and independent contractors.