Veeva SiteVault Free Terms of Service

These Terms of Service govern Customer's use of the Software. Capitalized terms have the definitions set forth below.

Customer agrees to the terms of these Terms of Service by (1) clicking a box indicating acceptance, (2) executing an order form that references this Agreement, or (3) using the Software. If the individual accepting these Terms of Service is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to these Terms of Service, in which case the term "Customer" shall refer to such entity and its Affiliates. If the individual accepting these Terms of Service does not have such authority, or does not agree with the terms and conditions, such individual must not accept these Terms of Service and may not use the Software. Veeva reserves the right to reject any request for access to or use of the Software, for any reason, in its reasonable discretion.

These Terms of Service were last updated on September 24, 2026. They are effective between Customer and Veeva as of the date of the parties' acceptance (the "Effective Date").

1. Definitions.

"Affiliate" means any entity Controlled by, Controlling, or under common Control with a party to this Agreement. As used in this definition, "Control" means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).

"Agreement" as used herein, includes these Terms of Service and any exhibits, schedules, amendments, addendums, or appendices hereto and documents incorporated herein.

"Confidential Information" has the meaning set forth at Section 5.

"Customer Data" means any and all information entered or uploaded to the Software by or on behalf of Customer or an Affiliate.

"Force Majeure Events" has the meaning set forth in Section 17.

"Mobile Apps" has the meaning set forth in Section 3.

"Service Description Document" means the document titled "Service Description Document," which includes functional descriptions of Veeva's SiteVault Free software application. Customer may obtain a copy of the Service Description Document through the Software application.

"Site" means a clinical research location or facility where clinical research is conducted.

"Software" means Veeva's SiteVault Free application, as further described in the Service Description Document, which provides investigator sites an electronic regulatory binder for their clinical study documentation.

2. Term and Termination.

Term of Agreement and Renewal. This Agreement is effective from the Effective Date and may be terminated at any time by either party by providing the other party with at least ninety (90) days written notice of its intent to terminate, amend or not renew the Agreement. This Agreement automatically terminates upon Customer's execution of a master agreement with Veeva, which for the avoidance of doubt is required for Veeva SiteVault Enterprise.

Right to Terminate. Either party may terminate the Agreement in the event that the other party has materially breached the Agreement and such breach has not been cured (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of 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.

3. Software Usage Rights.

General Rights. In consideration of including a broader participation of clinical research sites in clinical trials being run by Veeva's existing customer base, Veeva grants to Customer a limited, non-transferable, non-exclusive right to access and use the Software and Software documentation for Customer's internal business purposes until the expiration or termination of the Agreement. The Software may be used for up to twenty (20) Active Studies. As used in this section and for purposes of this Agreement an "Active Study" means a study that is not marked as inactive, archived or archival in progress in the Software. Use of SiteVault for more than twenty Active Studies requires a subscription to SiteVault Enterprise and is subject to Veeva's then-current fees, which are available at https://sites.veeva.com/resources/veeva-sitevault-tiered-pricing/. If Customer uses SiteVault for more than twenty Active Studies, Veeva will promptly provide Customer with a master agreement and order form setting forth the terms and fees for use of SiteVault Enterprise, and any further use of SiteVault will be subject to those terms as mutually executed by the parties. The Software shall be made available to Customer as a service that Customer may access and use for the duration of this Agreement. Veeva will host and retain physical control over the Software and make the Software available through the Internet for access, use and operation by Customer through a web-browser. Certain functions of the Software may be downloaded for installation and use on a mobile device ("Mobile Apps"). Such Mobile Apps may be accessed and used during the term of this Agreement and must be uninstalled upon the

termination of the Agreement. Other than as specifically set forth above and unless otherwise agreed to by Veeva in writing, no provision under this Agreement shall obligate Veeva to deliver or otherwise make available any copies of computer programs or code from the Software to Customer, whether in object code or source code form. For the avoidance of doubt, all of Customer's Sites may access and use the Software as described herein.

General Restrictions. Except where applicable law prohibits such restrictions, Customer agrees that it shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Software available to any third party other than as contemplated by this Agreement; (ii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Software documentation, or access the Software or Software documentation in order to build a similar or competitive product or service (or contract with a third party to do so); (iii) use the Software to send spam or otherwise send messages in violation of applicable laws; or (iv) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material. Customer may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Software or Software documentation.

Use By Third Parties. Subject to the usage limitations described below, Customer may allow regulatory agencies, sponsors, Contract Research Organizations (providing outsourcing services for the Customer) and other Customer vendors ("Third Parties") to access and use the Software solely for Customer's internal business purposes; provided that any such Third Party may not be a competitor of Veeva unless Veeva has consented to such access and use in writing. The obligations and limitations as to Customer that are set forth in this Agreement are also applicable to each Third Party that are provided access to the Software. Customer is responsible for ensuring that its employees and each Third Party (and their employees) are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer, and Customer is liable for such breaches.

Data Access & Retention. Customer may access and retrieve Customer Data during the Term and within 30 days of the expiration or termination of the Agreement, per the terms of Exhibit A. In addition, Veeva will make available to Customer a mechanism for retrieving such data for up to twenty-five (25) years from the date the applicable Study was archived in the Software provided the Agreement has not expired or been terminated.

Vault AI for SiteVault Usage. Customer will have access to Vault AI for SiteVault as part of the Software. The Veeva AI Product Terms at www.veeva.com/contracts/ govern Customer's use of Vault AI for SiteVault and are incorporated into this Agreement. Customer acknowledges and agrees that Vault AI for SiteVault may be used only for internal business purposes consistent with the application's intended purpose.

4. Support.

Veeva's policies, procedures and practices regarding technical support, data back-up, disaster recovery and Software upgrades are as set forth in **Exhibit A**. Veeva reserves the right to change such policies, procedures and practices as required in Veeva's reasonable judgment.

5. Confidential Information.

Each party agrees: (i) that it will use (and will ensure that its employees, affiliates, agents, contractors and other allowed Third Party's use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Veeva, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Software documentation or specifications provided to Customer, (but not the mere existence of this Agreement), audit, performance and security test results, and any other proprietary, financial or business information supplied to Customer by Veeva. As to Customer, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software, and Customer Data (including personally identifiable data). Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement. Veeva may list Customer as a customer and use Customer's logo on Veeva's website and in other Veeva customer listings.

6. Ownership.

Customer shall retain all right, title and interest to all Customer Data. Veeva shall retain all right, title and interest in and to (i) the Software, the Software documentation, all modifications and/or enhancements to the Software (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), and all inventions or discoveries embodied within the Software, (ii) proprietary education or training content, and (iii) pre-existing materials related to

Veeva's professional services processes and methodologies. Notwithstanding any other term of this Agreement, Veeva may access, collect and use, and shall retain all right, title and interest in (i) transactional and performance data related to use of the Software, provided that such data shall not include any substantive content related to the subject matter of any clinical trial, (ii) the identity of any Site using the Software, and (iii) the identity of individual users that access the Software, provided that any such user has agreed to the terms of use for the Software. Veeva reserves to itself all rights that are not expressly granted pursuant to this Agreement.

7. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, VEEVA DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VEEVA DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

8. Indemnification.

Infringement Indemnity. Veeva shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Customer alleging that the Software infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Veeva of any such claim, action or allegation of infringement and gives Veeva the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Veeva may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software or infringing part thereof; (b) modify, amend or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Veeva's opinion commercially practicable, (c) terminate this Agreement. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Software in a manner expressly prohibited by this Agreement; or (ii) any use by Customer of the Software in combination with other products, equipment, devices, software, systems or data not supplied by Veeva to the extent such claim is directed against such combination; provided that this exclusion shall not be applicable to combinations with hardware, software or other technology required to access and use the Software (e.g., a web browser, an internet connection, a personal computer, the software platform provided by salesforce.com, inc. upon which certain Veeva applications are built). This section states the entire liability of Veeva with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

Indemnity Process. Veeva will have the exclusive right to defend any indemnified claim (including the right to select and control the work of 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 shall give such non-monetary assistance and information as Veeva may reasonably require to settle or defend indemnified claims.

9. Limitation of Liability.

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. VEEVA'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS ($100,000). THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND (B) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTIONS 8 AND 20.

10. Governing Law and Dispute Resolution.

Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware, United States of America without regard to its conflict of laws provisions. If Customer's applicable local law prevents Customer from agreeing to that choice of law, then all disputes will be governed by the applicable local laws of Customer's country, state, or other place of residence.

Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief at any time.

English Language. This Agreement is written and executed in, and all other communications under or in connection with this Agreement will be in English. Any translation into any other language is not to be an official version of this Agreement.

11. Export Control Laws.

Each party shall comply with the export control laws of the United States which are applicable to the Software, and which may prohibit use of the Software in certain sanctioned or embargoed countries.

12. No Legal Advice.

Veeva shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Software, including those related to data privacy, or medical, pharmaceutical or health related data. Customer acknowledges that the Software may be used in ways that do and do not comply with such laws, rules or regulations and it is Customer's sole responsibility to monitor its compliance with all such relevant laws, rules or regulations. Customer acknowledges and agrees that not all features, functions and capabilities of the Software may be used in all jurisdictions, and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law. Customer is responsible for such Customer-specific use decisions and Veeva disclaims all liability for such decisions.

13. 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 and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Veeva's employees; (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.

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

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. The 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. 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, or any other person (whether or not party to this Agreement) other than as expressly set out in the Agreement. Customer specifically agrees that it has not relied upon the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into this Agreement. 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 the Agreement shall remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

15. Assignment.

Customer may not transfer or assign this Agreement, including by merger or operation of law, without the Veeva's prior written consent.

16. 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 shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.

17. Force Majeure.

Veeva shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightening, or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages, or mandatory compliance with any governmental act, regulation or request ("Force Majeure Events"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, the Agreement shall be deemed extended by the length of the Force Majeure Event.

18. Notices.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if: (i) sent electronically via email, or (ii) hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS). If to Customer, to the Customer email or mailing address provided during registration with attention to "Legal"; and if to Veeva, to contracts@veeva.com or 4280 Hacienda Drive, Pleasanton, CA 94588 with attention to "Legal."

19. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

20. Customer's Use of Third Party Licensed Data.

To the extent Customer stores data in the Software that has been purchased or licensed from third parties, Customer is responsible for ensuring its use, processing, reporting against, combination, comingling and manipulation of such data is in compliance with its agreements with the data

provider. To the extent permitted by law, Customer will indemnify and hold Veeva harmless against any claims by such third-party data providers arising from Customer's use of such third-party data in the Software.

21. Privacy Practices.

Veeva maintains documented policies, procedures, and practices regarding the processing of Customer Data that is personal data as well as technical and operational security measures to maintain the confidentiality, integrity, and availability of Customer Data. With respect to the processing of Customer Data that is personal data, the parties will comply with 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.

22. Business Associate Addendum.

To the extent HIPAA is applicable, the Business Associate Addendum set forth as **Exhibit B** ("BA Addendum") shall apply to Protected Health Information (as defined therein) that Customer uploads to the Veeva SiteVault Free Software application in accordance with the requirements of the BA Addendum. As to data provided to Veeva by Customer that is not Protected Health Information or in the event HIPAA does not apply, Veeva shall have no obligations under the BA Addendum.

23. Professional Services.

To the extent Veeva provides any Professional Services to Customer under this Agreement, the following additional terms shall apply:

"Professional Services" means consulting and professional services that may be provided by Veeva to Customer, which may include, without limitation, services related to the training, implementation, and optimization of the Software.

"Veeva Professional Services Tools" means any templates, forms, programs, 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. Veeva owns, and will retain all right, title, and interest in and to Veeva Professional Services Tools.

Any Professional Services purchased by Customer or otherwise agreed to between the parties will be set forth on a mutually executed Statement of Work. 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. 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.

Exhibit A – Service Levels and Support Terms

1. SiteVault Free User Support.

SiteVault Free User Support ("Support") is available via email and phone for Customer's users at no additional charge and in accordance with the terms of this Exhibit B. There is no limit to the number of times a user can contact Support for assistance. Support can be reached in the following ways:

- **By email**: sitevaultsupport@veeva.com.
- **By phone**: Veeva has global SiteVault Free support numbers listed at https://sites.veevavault.help/gr/support/. Calls received outside of standard business hours will be routed to voicemail and users will receive a callback once standard business hours resume.
- **Support Portal**: https://support.veeva.com

Scope of Support.

Support consists of:

- First line support includes but is not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality, or operation of the product(s), (ii) a direct response to users with respect to problems or issues with the product(s), (iii) a diagnosis of problems or issues of the product(s), and (iv) a resolution of problems or issues with the product(s).
- Product updates, fixes, security alerts, and critical patch updates.
- General releases, limited releases (where applicable), maintenance releases, and documentation updates.
- Access to SiteVault Support for assistance through email and phone.

The following items are considered out of scope for Support:

- Training/how-to sessions.
- Modification of Customer Data.
- Setting up reports.

2. Support Hours.

Support is available during standard business hours:

Standard Business Hours	
Americas (incl. the United States)	8:30AM – 7:00PM EST
Europe	8:30AM – 5:30PM GMT
Asia / Pacific	7:00 AM – 5:00PM GMT+8

*Standard business hours do not include weekends or public holidays.

3. Response Times.

Support will use reasonable endeavors to respond to the requesting user within the time frame defined in the table below:

Priority	**Definition**	**First Response**
Normal	Routine Service Requests includes: · How to queries · Product Functionality · Other technical or performance issues	24 hours

4. Return of Customer Data.

Upon termination or expiration of the Agreement, Veeva shall (i) ensure that Customer has access to the Customer Data from the Software for a period no more than thirty (30) days. In no event may Veeva preclude Customer from retrieving the Customer Data after the expiration or termination of the Agreement during this thirty (30) day period.

5. Testing.

Customers may not, (i) conduct security, integrity, penetration, vulnerability or similar testing on the Software, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Software, or (iii) attempt to access the data of another Veeva customer (whether or not for test purposes).

6. Software Updates and Configuration.

Veeva will provide Customer notice (normally via email) before performing a major software upgrade. Advance notification may not be given for minor upgrades or patches and such upgrades and patches do not cause system unavailability. All upgrades and patches are mandatory. In

addition, Veeva controls the configuration and management of SiteVault Free and will manage all configuration changes it deems necessary and appropriate.

7. Software Validation.

Refer to Service Description Document for Software Validation information. Customer accepts the validation documentation as-is and may perform additional validation based on a system risk assessment. Upon reasonable request and notice, and at Customer's own expense, Customer may request access to, and Veeva will make available, validation materials to conduct an audit of Veeva's validation processes and procedures.

8. Veeva Clinical Network.

Veeva Clinical Network is a new set of capabilities for Veeva Vault customers that allows the flow of clinical information (documents and data) between sponsors, CROs, and investigator sites to be automated. Customer acknowledges that:

- Veeva may disclose to Veeva's sponsor & CRO customers that Customer has been enabled with SiteVault Free and thus is part of the Veeva Clinical Network.
- The Veeva Clinical Network program will be enabled automatically by Veeva, Customer may then choose to enter one or more clinical-trial-specific agreements with a Sponsor/CRO that causes information to flow between the two parties for that clinical trial only.
- Customer's system administrators and certain other authorized personnel may enable such replication.
- After replication to a third-party Vault application, Customer cannot rescind replication or remove documents or data from the third-party Vault application into which the documents or data were replicated.
- Veeva does not monitor the content of replicated documents or data or the third-party Vaults into which documents or data will be replicated. Customer accepts all responsibility for decisions as to which documents or data should be replicated into which third party Vault applications and Veeva disclaims all liability for such decisions. Such third-party Vault applications may be hosted from infrastructure in a geography that differs from that of Customer's Software and Customer is responsible for determining if such geographic transfers of data are compliant with applicable laws, rule, regulations and internal policies. Customer may wish to put in place legal terms for the confidential handling and processing of any documents or data replicated into a third party's Vault application directly with such third parties. Veeva shall not be responsible for arranging or executing any such terms.

9. Backup.

All Customer Data is copied at least daily to a secure and physically remote secondary data center.

10. 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 shall 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.

11. General.

Veeva reserves the right to change existing infrastructure, hardware and underlying software used to provide the Software as expansion and new technology deem necessary. 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 policies with respect to such applications are as set forth in Veeva's documentation for the Software.

Exhibit B – Business Associate Addendum

This Business Associate Addendum ("**BAA**") is incorporated into the Agreement as applicable between Veeva Systems Inc. ("Veeva") and Customer or its Affiliate. The term "Agreement" means the Veeva SiteVault Free Terms of Service and all exhibits, schedules, amendments, addenda, or appendices thereto and documents incorporated therein. All capitalized terms not defined in this BAA have the definition set forth in the Agreement. In the event of any conflict between the terms of this BAA and the Agreement, the terms of this BAA will control.

The parties agree as follows:

1. Definitions.

The following terms used in this BAA shall have the same meaning as those terms in HIPAA: Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Individual, Required by Law, Secretary, Security Incident, Subcontractor, and Use. In addition, the following definitions shall apply:

"**Covered Application**" means a Veeva Software application(s) listed on Schedule 1.

"**Customer**" has the meaning provided by the Agreement. With respect to this BAA, Customer may be a Covered Entity or Business Associate, as applicable.

"**HIPAA**" means the U.S. Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and the related regulations promulgated by the U.S. Department of Health and Human Services, including but not limited to the Privacy Rule, Security Rule, and Breach Notification Rule.

"**PHI**" has the meaning provided at 45 CFR 160.103 and in reference to this BAA, means any PHI that Veeva receives, transmits, creates or maintains from or on behalf of Customer pursuant to the Agreement and this BAA.

2. Scope.

The terms of this BAA apply if Customer is a Covered Entity or Business Associate that is subject to HIPAA and (a) Customer is a SiteVault subscriber, or (b) (i) Customer sends an email to hipaa@veeva.com identifying the applicable Covered Application and applicable Customer entities that are Covered Entities or Business Associates, indicating that HIPAA applies to the information processed within the specified Covered Application(s), and specifying the date on which it intends to begin processing PHI; and (ii) Veeva confirms applicability of this BAA.

To the extent HIPAA is applicable, this BAA only applies to PHI that Customer uploads to a Covered Application in accordance with the requirements of this BAA. As to data provided to Veeva by Customer that is not PHI or in the event HIPAA does not apply, Veeva shall have no obligations under this BAA.

3. Use and Disclosure of PHI.

Veeva may Use and Disclose PHI as reasonably necessary to provide the services described in the Agreement and to undertake other activities permitted or required by this BAA or as Required by Law. Veeva will not Use or Disclose PHI in a manner other than as provided in this BAA, as permitted under HIPAA, or as Required by Law. To the extent practicable, Veeva will Use or Disclose the minimum necessary amount of PHI to carry out the intended purpose of the Use or Disclosure.

Veeva may Use PHI for its proper management and administration and to carry out its legal responsibilities. Veeva may Disclose PHI for its proper management and administration, provided that (i) the Disclosures are Required by Law; or (ii) Veeva obtains reasonable assurances from the person to whom the information is Disclosed that the PHI will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed, and the person agrees to notify Veeva of any instances of which it is aware in which the confidentiality of the PHI has been breached.

To the extent that Veeva agrees in writing to carry out any of Customer's obligations under the Privacy Rule, Veeva will comply with the applicable legal requirements in its performance of such obligations.

4. Safeguards.

Veeva will implement and maintain appropriate organizational, administrative, physical and technical safeguards designed to prevent the unauthorized Use or Disclosure of the PHI that it creates, receives, maintains or transmits on behalf of Customer.

Veeva's technical and organizational security measures are specified at veeva.com/privacy. Veeva regularly reviews and modifies its security measures to reflect changing technology, laws and regulations, risk, industry and security practices and other business needs. Veeva may make changes to its security measures, so long as the changes do not result in a lesser standard of security. Veeva has obtained third-party certifications relating to its security measures; a list of such certifications can be found at veeva.com/privacy.

5. Required Notifications.

Veeva will notify Customer without undue delay and no later than seventy-two (72) hours upon becoming aware of a Breach. The notification will include, to the extent known, the information required by 45 CFR 164.404(c). The parties acknowledge that Veeva may not know the content or nature of PHI that Customer enters or uploads into a Covered Application, and in such cases, it will not be possible for Veeva to provide information about the identities of the Individuals or the types of information that may have been affected.

Veeva will notify Customer promptly and as required by HIPAA, but in no event later than thirty (30) business days, in the event of any Use or Disclosure of PHI not permitted by this BAA and of any successful Security Incident. The parties agree that this section constitutes notice by Veeva to Customer of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents (which include but are not limited to pings and other broadcast attacks on Veeva's firewall, port scans, unsuccessful log-on

attempts, denials of service and interception of encrypted information where the key is not compromised).

In all cases where Veeva notifies Customer of a Breach, Security Incident or other impermissible Use or Disclosure of PHI, Veeva will cooperate with and assist Customer in the investigation of and response to such event, including providing supplemental information as appropriate. Veeva will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Veeva of any Use or Disclosure of PHI in violation of the requirements of this BAA.

6. Subcontractors.

Veeva will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Veeva agree to restrictions and conditions that are at least as stringent as those found in this BAA.

7. Access, Amendment and Accounting of Disclosures.

To the extent that Veeva maintains PHI in a Designated Record Set, Veeva will make PHI available to Customer as necessary to satisfy Customer's access and amendment obligations under 45 CFR 164.524 and 164.526. Veeva will maintain and make available to Customer the information required to provide an accounting of Disclosures as necessary to satisfy Customer's obligations under 45 CFR 164.528. In the event an Individual sends a request under 45 CFR 164.524 or 164.526 directly to Veeva, provided the request identifies itself as being applicable to Customer, Veeva shall promptly forward such request to Customer so that Customer can respond to such Individual. All responses to Individuals and such requests shall be the responsibility of the Customer.

8. Availability of Books and Records.

Upon request, Veeva will make its internal practices, books, and records relating to its Use and Disclosure of PHI available to the Secretary for purposes of determining Customer's compliance with HIPAA.

9. Obligations of Customer.

Customer will not request or cause Veeva to make a Use or Disclosure of PHI that does not comply with HIPAA or this BAA. Customer warrants that it has obtained any necessary consents or authorizations that may be required under HIPAA or other applicable law prior to uploading or storing PHI in a Covered Application.

10. Term and Termination.

Term. This BAA shall be effective as of: (1) the date of the latest signature if this document is separately executed; or (2) when applicable in accordance with Section 2, and its term shall continue unless or until the BAA is terminated in writing in accordance with this BAA or the Agreement is terminated in accordance with its provisions, whichever is earlier.

Termination for Cause. In the case of a material breach of this BAA, either party may terminate this BAA after affording a cure period, in the manner set forth in the "Right to Terminate" provisions in the Agreement.

Coordination of Termination of this BAA and the Agreement. If Customer is using or will use a Covered Application to store or upload PHI, or will otherwise Disclose PHI to Veeva, Customer may not terminate this BAA without simultaneously terminating the Agreement, in accordance with its terms. For the avoidance of doubt, Customer is not permitted to store or upload PHI in a Covered Application, or otherwise Disclose PHI to Veeva, unless a BAA is in force.

Obligations upon Termination. Prior to termination of this BAA, Customer will have an opportunity to download and/or delete any PHI that Customer has uploaded to or stored in a Covered Application. Upon termination of this BAA, Veeva shall, if feasible, return or destroy all PHI that Veeva still retains, except that if destruction is not feasible, Veeva shall limit any future Uses or Discloses to those purposes that make return or destruction infeasible. To the extent that any PHI is retained by Veeva pursuant to this BAA, Veeva's obligations under this BAA and applicable law, including HIPAA, shall survive the termination of this BAA.

11. Indemnification.

If a Breach is solely caused by Veeva's breach of this BAA, Veeva agrees to indemnify Customer, and its directors, officers and employees from and against (i) third-party demands, damages, fines and liabilities (including reasonable attorneys' fees) arising from related third party claims, and (ii) Customer's reasonable, appropriate and documented third-party expenses related to: (a) providing notice to Individuals and government agencies, if and as required under applicable law; (b) providing Individuals with credit monitoring services, if and as required under applicable law; (c) Customer's internal investigation relating to the Breach; and (d) up to ninety (90) days of call center support activities related to the Breach.

Without limiting the foregoing, in no event will Veeva be liable for any Breach or related indemnification that arises from Customer's actions, negligence or misconduct, including Customer instructions, Customer employees' or contractors' failure to maintain reasonable password security, theft or loss of a Customer device or Customer permitting a third party to access PHI.

This indemnity is Customer's sole and exclusive remedy against Veeva for a Breach. Veeva will have the exclusive right to defend any indemnified claim described above (including the right to select and control the work of counsel, investigators and other experts) 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 shall give such non-monetary assistance and information as Veeva may reasonably require to settle or defend indemnified claims.

12. Miscellaneous.

Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA and other applicable law. A reference in this BAA to a section in HIPAA means the section as in effect or as amended. The parties agree to take such action as is necessary to amend this BAA in writing from time to time as necessary for compliance with HIPAA and other applicable law. This BAA supersedes any and all previous business associate agreements or addenda between the parties related to a Covered Application.

Nothing in this BAA or the Agreement is intended or shall be construed to make either party an agent of the other. Nothing express or implied in this BAA or the Agreement is intended or shall be deemed to confer any rights, obligations, remedies or liabilities upon any person other than the parties and their respective successors and assigns.

This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

All other terms of the Agreement that are not set forth in this BAA, including but not limited to privacy and security obligations not set forth in this BAA, choice of law, venue, and Customer audit rights, shall be controlled by the Agreement.

Schedule 1: Veeva Covered Applications

The following Veeva Software applications are "Covered Applications" for purposes of this BAA:

- SiteVault Free (including CTMS, eSource, and eISF)