Covetrus Data Access Agreement

This Data Access Agreement (the "**Agreement**") is entered into by and between Covetrus Software Services, LLC, Delaware limited liability company ("**Covetrus**") and Partner (as defined in the SOW or Order Form. Covetrus and Partner may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Definitions</u>.

    a. "**API**" means application programming interface.

    b. "**Documentation**" means all the documentation relating to accessing data made available to Partner by Covetrus from time to time.

    c. "**Data Systems**" means the systems and data points specified in the Order Form.

    d. "**Confidential Information**" has the meaning set forth in <u>Section 9.b.</u> below.

    e. "**Covetrus Marks**" means Covetrus' proprietary trademarks, trade names, branding, or logos made available for use in connection with the API pursuant to this Agreement.

    f. "**Covetrus Property**" means (i) computer software, custom code and related tools, modules, components, utilities, subsets, programs and program listings; (ii) databases (including without limitation any database compiled by Covetrus, its affiliates, and any third-party providers, consisting of lists of veterinary professionals and consumers of veterinary services, and all related contact and other information); (iii) data (including without limitation information derived from the extraction, compilation, analysis or evaluation of Practice Data); (iv) organizational structures, models, systems, methodologies, systems analysis frameworks, and descriptions of such structures, systems, methodologies or frameworks; (v) document templates and project tools; in each case used by Covetrus, its affiliates, or subcontractors in performing any Services under this Agreement or otherwise; (vi) all modifications, enhancements and derivative works of any of the foregoing developed by Covetrus, its affiliates, or subcontractors under this Agreement or otherwise; (viii) all knowledge, experience and know-how involving processes, concepts and techniques acquired by Covetrus, its affiliates, or subcontractors in the course of performing the Services under this Agreement or otherwise; (ix) Practice Data (as defined below) as set forth herein; provided that it does not violate applicable laws.

    g. "**Covetrus System**" means Covetrus' machine-readable software programs, including those made available through the internet, and associated files, whether in packaged form, or received electronically, and any modified version, upgrades and other copies of such programs and files owned or operated by Covetrus, including Covetrus practice management systems.

    h. "**Disclosing Party**" has the meaning set forth in <u>Section 9.b.</u> below.

    i. "**Effective Date**" means the last date of signature below.

    j. "**Fees**" means the amounts to be paid by Partner to Covetrus as indicated in the applicable Order Form.

    k. "**Integration**" means the process by which one or both of the Parties create a means for the API to share data and enable communication between web tools or applications with a Partner API.

    l. "**Partner System**" is defined as the software application developed, owned, or operated by Partner and / or any third-party, including those made available through the internet, that will be integrated with Covetrus System.

    m. "**Practice Data**" means any data that is received, collected and / or derived from applicable veterinary practices who are customers or members of Partner.

    n. "**Personal Data**" has the meaning set forth in Exhibit B.

    o. "**PIMS**" means practice information management system.

    p. "**Purpose**" shall have the meaning set forth in the Exhibit A Order Form.

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q. "**Recipient**" has the meaning set forth in Section 9.b. below.

r. "**Order Form**" means the order form entered into between the Parties.

s. "**Services**" means the provision of access to the Data Systems via the Integration.

t. "**SOW**" means the statement of work entered into between the Parties.

u. "**Veterinary Practices**" means Covetrus customers that become veterinary practice customers or members of Partner.

2. Covetrus Services. Covetrus shall perform the Services as indicated in the applicable Order Form.

3. Order Form / SOW. Each Order Form or SOW, when executed by an authorized representative of the Parties, shall constitute a separate agreement between the Parties executing such Order Form or SOW, except for any provisions herein which are specifically excluded or modified in the Order Form or SOW, and each such Order Form or SOW shall be subject to the terms and conditions of this Agreement.

4. License Grants. Subject to and conditioned on Partner's payment of Fees and compliance with all other terms and conditions set forth in this Agreement, Covetrus hereby grants Partner a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement, to the extent applicable, to: (i) use any API created by Covetrus and designated for the Partner's use solely for the purposes of internally developing the Integrations that will communicate and interoperate with the Covetrus System with permission-based access to Covetrus System, which will be restricted to the Data Systems that Covetrus has provided to Partner; (ii) use Documentation provided by Covetrus solely for the purpose of exercising Partner's rights under this Agreement; and (iii) display certain Covetrus Marks in compliance with usage guidelines that Covetrus may specify from time to time solely in connection with the use of the API and the Integrations (and not in connection with the advertising, promotion, distribution, or sale of any other products or services, except where the Parties have agreed upon such advertising, promotion, distribution, or sale). Where Partner has granted Covetrus the right to use a Partner Integration for products and services developed by Covetrus and for Partner's use, Partner grants to Covetrus a nonexclusive, royalty-free, perpetual license to use Partner's Integration for any purpose.

5. Term and Termination.

a. Term. The term of this Agreement shall commence on the Effective Date and unless terminated as permitted hereunder, shall continue until the last Order Form hereunder has expired or been terminated at which point this Agreement shall automatically terminate. In the event that an Order Form and / or SOW does not contain a term, the term of the Order Form and / or SOW shall be twelve (12) months from the effective date of that Order Form and / or SOW and such Order Form and / or Order shall automatically renew for successive twelve (12) month periods unless otherwise terminated.

b. Termination for Cause. This Agreement and all associated Order Forms or SOW may be terminated on written notice:

   (i) by Covetrus, if Partner (A) fails to pay Fees when due hereunder, or (B) breaches Section 9 of this Agreement;
   (ii) by either Party, if the other Party breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within 10 days after the breaching Party's receipt of written notice of such breach;

   by either Party, if the other Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

c. Termination for Convenience. Covetrus, in its sole discretion, may terminate this Agreement or any Order Form, in whole or in part, at any time without cause, by providing at least 90 days' prior written notice to Partner. Partner may terminate this Agreement or any Order Form, in whole or in part, after the first anniversary from the relevant effective date, and upon providing Covetrus with six (6) months' prior written notice. Termination under this clause will be without liability except for required payment of Fees by Partner for Services rendered and reimbursement for authorized expenses incurred prior to the termination date.

d. Regulatory Termination. If any law, rule, or regulation is enacted or modified or there is any substantial change in the judicial, administrative, or regulatory agency interpretation of an existing law, rule, or regulation, in a manner that materially and adversely affects a Party's ability to perform under this Agreement, or to realize the intended benefits of this Agreement, or if any governmental entity determines that this Agreement is illegal or in violation of any law, rule, or regulation, then either Party may terminate this Agreement immediately by written notice to the other Party.

e. Consequences. The expiration or termination of this Agreement for any reason does not relieve either Party from any obligations hereunder, including obligations relating to any Fees as detailed in any Order Form, or any breach of this Agreement or any Order Form arising prior to expiration or termination, or that comes into effect due to the expiration or termination of this Agreement or that otherwise survives expiration or termination of this Agreement or the relevant

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Order Form. The rights provided in this <u>Section 5</u> are in addition to any and all rights and remedies available at law or in equity.

6. <u>Suspension</u>. Notwithstanding the foregoing, Covetrus may at any time, and without notice to Partner, suspend any Services should Partner fail to timely pay Fees or in the event of a breach of this Agreement and/or any applicable Order Form.

7. <u>Fees.</u> Partner will pay Covetrus the Fees to the account specified on Covetrus' invoice. Payment terms are net thirty (30) days from the date of Covetrus' invoice. Covetrus will invoice Partner monthly.
   a. Covetrus reserves the right to change the Fees at its sole discretion within ninety (90) days' prior written notice to Partner.
   b. At Covetrus' discretion, Partner will either pay interest on any undisputed portion of an unpaid late invoice at the rate of one percent (1%) per month until such invoice is paid in full.

8. <u>Taxes</u>. The Fees and any other fees, charges and costs for the Services set forth on the applicable Order Form are exclusive of any taxes, including, but not limited to, federal, provincial, state, or local taxes. Partner shall be responsible for payment of all applicable federal, provincial, state, or local taxes (other than taxes based on the net income of Covetrus) levied or arising on account of the Services provided to Partner pursuant to this Agreement.

9. <u>Confidentiality</u>.
   a. Neither Party nor any of its employees and/or other individuals over which it has control, shall not, directly or indirectly, disclose any Confidential Information to any third party, except upon the prior written consent of the other Party. Each of the Parties shall limit access to all Confidential Information to its employees and/or other individuals who reasonably require access to the Confidential Information shall be informed of the existence of this Agreement by that Party and that Party must ensure those employees and individuals are legally bound to the same obligations of confidentiality, nonuse and nondisclosure as the Parties are bound hereunder.
   b. "**Confidential Information**" means all information and materials obtained by a Party (the "**Recipient**") from the other Party (the "**Disclosing Party**"), whether in tangible form, written or oral, that is identified as confidential or proprietary or would reasonably be understood to be confidential or proprietary given the nature of the information and/or the circumstances of disclosure, including without limitation Covetrus Property, the Services, Fees and the terms and pricing set out in this Agreement or any Order Form. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; or (d) is received from a third party without restriction and without a breach of an obligation of confidentiality. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission, except as necessary for the provision or use of the Services or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature while using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law, rule, regulation, or court order. This <u>Section 9</u> remains in effect as long as any Order Form is active under this Agreement five (5) years from first disclosure and for five (5) years thereafter.
   c. Each Party acknowledges that the other Party may be separately working on the same or similar business plans, ideas, research, products, services or technology as those disclosed by the Disclosing Party, and agrees that (i) such plans, ideas, research, products, services, or technology will not constitute Confidential Information of the Disclosing Party for as long as the Recipient acknowledges that such plans, ideas, research, products, services, or technology have not derived from, nor been developed or acquired by any disclosure of information by the Disclosing Party, and (ii) subject to Recipient's obligations in this Agreement relating to information that constitutes Confidential Information of the Disclosing Party, nothing in this Agreement or in connection with any disclosure of information by the Disclosing Party will limit or restrict Recipient's development of or business in connection with any such plans, ideas, research, products, services, or technology.

10. <u>Intellectual Property</u>. Each Party owns all concepts, inventions, ideas, patent rights, know-how, data, trademarks, trade secrets, copyrights, and other intellectual property rights made or conceived by that Party. Without limiting the confidentiality provisions of this Agreement, these intellectual property rights are each Party's respective Confidential Information. Covetrus owns the Covetrus Property (or with respect to third-party software incorporated in the Covetrus Property, it is the authorized licensee of such third-party software). Nothing in this Agreement or any Order Form grants either Party any rights under any intellectual property of the other Party except as specifically set forth in this Agreement or the relevant Order Form.

11. <u>Partner Obligations</u>. Partner will provide any assistance as Covetrus may reasonably require to perform the Services. Covetrus shall not be responsible or liable for any delay caused by Partner's failure to perform in a timely manner. Partner agrees that it will not integrate Covetrus System into Partner System, or any third party software, or allow any third party to do so, other than through the Integration or as otherwise mutually agreed by the Parties.

12. <u>Insurance</u>. Partner shall maintain during the term of this Agreement (and if any policy is on a claims-made and reported form, for three years thereafter): (i) comprehensive "occurrence" general liability insurance, including "occurrence" product liability, contractual liability insurance and advertising injury coverage, with minimum limits of liability of the local equivalent of $1,000,000; and (ii) technology errors and omissions insurance, with minimum limits of the local equivalent of $3,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network security and privacy

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risks (including coverage for unauthorized access, unauthorized use, failure of security including tampering with or introduction of malicious code into firmware, data, software systems or networks, breach of privacy perils, wrongful disclosure or theft of confidential information and affirmative breach remediation expense and regulatory action coverages). Partner shall deliver to Covetrus a certificate thereof with "Covetrus, Inc. and its subsidiaries and affiliates" named as an additional insured thereon. Such insurance must include coverage of the Partner System. Insurance coverage must be procured from an insurance company bearing an "AM Best" insurance industry credit rating of no less than B+ or a S&P Rating of no less than BBB, or the local equivalent if applicable. Partner must provide Covetrus at least 30 days' prior written notice of cancellation or expiration of such insurance.

13. Equitable Relief. Partner acknowledges that any breach or threatened breach of the provisions of this Agreement could result in serious and irreparable injury to Covetrus for which Covetrus cannot be adequately compensated by money damages alone. Partner agrees that in the event of such a breach or threatened breach by it, in addition to any other remedy Covetrus may have, Covetrus is entitled to specific performance of such provisions and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without having to prove actual damages or to post a bond.

14. Non-Exclusivity. Partner acknowledges that Covetrus may provide similar services to third parties as those Services being provided to Partner under this Agreement or any Order Form.

15. Independent Contractor. Covetrus' relationship with Partner is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship. Neither Party will be entitled to any of the benefits that the other Party may make available to its employees, including but not limited to, group health or life insurance, workers compensation, payroll tax deductions, profit-sharing or retirement benefits, or any other benefit.

16. Partner Warranties and Acknowledgements.

a. Obtaining Permission to Use Practice Data. Partner represents, warrants, and covenants that (i) Partner has all necessary rights, permissions and authority required to authorize Covetrus and affiliates to extract, access and use the Practice Data (including any Partner Personal Data (as defined in the Exhibit B – Partner Data Protection Addendum) as contemplated in this Agreement; and (ii) that Partner has received permission from the Veterinary Practice to extract such data, if applicable. Partner agrees and acknowledges that if at any time, a Veterinary Practice revokes permission to use such Practice Data, that it shall promptly notify Covetrus that such permission has been revoked, and Covetrus acknowledges that following receipt of notice is has an obligation to suspend Services to Partner related to that Veterinary Practice.
b. Use Restrictions. Partner shall use the Services exclusively for the indicated Purpose as defined in the associated Order Form.
c. Data Protection. The Parties shall comply with all applicable data protection laws, from time to time, to the collection and processing of Personal Data and the terms set out in the Exhibit B attached to this Agreement and incorporated herein.

17. Covetrus Warranties. Covetrus represents, warrants, and covenants to Partner that Covetrus shall use commercially reasonable efforts in performing the Services.

18. Mutual Warranties. Each Party represents, warrants, and covenants to the other that: (i) the terms of this Agreement do not violate any existing agreements or other obligations to which it is bound; and (ii) it has all requisite legal authority to enter into this Agreement; and (iii) that it shall comply with all laws applicable to its performance hereunder.

19. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PARTNER MAY HAVE OTHER STATUTORY RIGHTS, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, ANY STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. COVETRUS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COVETRUS. EXCEPT AS STATED IN THIS SECTION, COVETRUS DOES NOT REPRESENT THAT PARTNER'S USE OF SERVICES OR ANY API, INTEGRATION, AND/OR COVETRUS SYSTEM ACCESS PROVIDED BY COVETRUS WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COVETRUS BY ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

20. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, either Party may assign this Agreement to any affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Partner shall not assign this Agreement to a direct competitor of Covetrus. Any assignment or attempted assignment in breach of this Section 20 shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

21. Indemnification. Each Party agrees to protect, indemnify, hold harmless and defend the other Party, its officers, directors, managers, employees, workmen, agents, servants, and invitees ("Indemnitees") from and against all claims losses, damages (including but not limited to punitive) demands, suits of or by a third party and other liabilities including attorneys' fees and other expenses of litigation, (i) related to any material breach or default under this Agreement of such Party or any of its employees, workmen, agents or servants unless same shall be due to the other Party's gross negligence, willful misconduct or fraud; (ii) as a result of the use of the Practice Data by a

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Party hereunder. A Party's agreement to protect, indemnify, hold harmless, and defend as set forth in the Agreement shall not be negated or reduced by virtue of a Party's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend the Party. Additionally, Partner will indemnify hold harmless and defend Covetrus, its officers, directors, managers, employees, contractors, subcontractors and agents from and against all claims, losses, damages (including but not limited to punitive) demands, suits of or by a third party and other liabilities including attorneys' fees and other expenses of litigation arising out of the use of an integration connected to a non-Covetrus PIMS.

22.   <u>LIMITATION ON LIABILITY</u>. EXCEPT FOR LIABILITY ARISING OUT OF(1) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS, (2) SECTION 21 INDEMNIFICATION, OR (3) PARTNER'S PAYMENT OBLIGATIONS HEREUNDER (TOGETHER, THE "EXCLUDED CLAIMS"), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY, ITS SERVICE PROVIDERS, OR CONTRACTORS, ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY PARTNER TO COVETRUS UNDER THE RELEVANT ORDER FORM WITHIN THE PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY OR THEIR SERVICE PROVIDERS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR COVER OR LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

23.   <u>Notices</u>. All notice and or communications required or permitted to be given hereunder may be delivered by email, hand, express courier, return or confirmation receipt requested. All communications shall be sent to the respective Parties at the addresses or email set forth below or other such address as provided from time to time.

If to Covetrus:

North America :
Covetrus, Inc.
12 Mountfort St.
Portland, ME 04101

With a copy to (which copy does not constitute notice):
Covetrus, Inc.
12 Mountfort St.
Portland, ME 04101
Attn: General Counsel

24.   <u>Force Majeure</u>. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences, or causes will include, without limitation, acts of God, pandemics, strikes, lockouts, riots, acts of war, earthquakes, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

25.   <u>Auditing Rights and Required Records</u>. Partner agrees to maintain complete and accurate records to demonstrate compliance with the terms this Agreement. Covetrus may, on reasonable prior notice, periodically inspect and audit Partner's records. Such record keeping obligation, and inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two years after the termination or expiration of this Agreement.

26.   <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the choice of law rules thereof.

27.   <u>General Applicable Law and Dispute Resolution</u>. A printed version of this Agreement, any Order Forms, any attachments or exhibits thereto, and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Services or terms of service (including any policy) to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any claim or cause of action arising out of or related to the Services must be commenced within one (1) year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern. Except that either party may seek an injunction or other equitable relief from any court of competent jurisdiction, all disputes between the parties arising out of or in relation to or in connection with the Service or this Agreement shall be settled by binding arbitration in accordance with the JAMS commercial arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules. The arbitration shall take place in Delaware, USA. The proceedings shall be in English, all evidence shall be in English (or translated into English), and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in the applicable version of the Agreement. The decision and award rendered shall be final and binding on both Parties. The Parties acknowledge and agree that the Agreement and any award rendered pursuant hereto shall be governed by the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction. ANY

ARBITRATION UNDER THE TERMS OF USE WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. PARTNER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THE AGREEMENT OR USING THE SERVICE, PARTNER AND COVETRUS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

28. No Waiver. The failure of either Party to insist upon the strict performance by the other Party of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of such breach or of such provision or any other provision of this Agreement. The failure of either Party to exercise its rights to enforce any provision of this Agreement shall not prevent such Party from fully exercising its rights or enforcing any provision at another time.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signatures submitted via electronic signature shall have the same force and effect as originals.

30. Severability. Each provision, paragraph and subparagraph of this Agreement constitutes a distinct and separate covenant, and if any provision, paragraph, or subparagraph is adjudged by any court of law or arbitrator to be void or unenforceable in whole or part, such adjudication shall not be deemed to affect the validity of the remainder of this Agreement, or of any other provision, paragraph, or subparagraph of this Agreement.

31. Survival. 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.

32. Headings. The headings of sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

33. No Implied License. Nothing in this Agreement shall be construed or considered to grant to either Party any rights under any patents, trademarks, or other intellectual property of the other Party except as specifically delineated herein. License rights stated herein are contingent. Removal of contingencies can be made only by writings signed by both Parties. Notwithstanding this section, Covetrus is hereby expressly allowed to use Partner's name on its website and in other marketing materials as demonstration of having provided services for Partner.

34. Amendment; Entire Agreement; Precedence. No modification of, amendment, or addition to this Agreement is valid or binding unless set forth in writing and executed by authorized representatives of Covetrus and Partner. This Agreement, including all Order Forms, Exhibit(s), License(s), and Schedule(s) attached hereto or incorporated herein by reference, constitute the complete and exclusive statement of the Parties' agreement as to the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or provided by one Party to another, relating to the subject matter hereof. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this Agreement and other than as expressly set out in this Agreement as a warranty, in writing or not and made by or to any person. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. Each Order Form is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form and the terms of this Agreement, this Agreement shall govern except as to the specific Services ordered, and the fees, currency, and payment terms for such orders, for which the Order Form shall govern, as applicable. If an Order Form explicitly states that it is intended to amend or modify a term of this Agreement, such Order Form shall govern over this Agreement solely as to the amendment or modification. Any modification of any of the terms or conditions of this Agreement or any Order Form must in writing signed by both Parties.

35. Data Privacy. The Parties agree to the terms and conditions as contained in Exhibit A which are hereby incorporated and will be deemed to be part of this Agreement. Covetrus' use of data is subject to the Covetrus Privacy Policy (https://covetrus.com/legal/privacy-policy/) as updated from time to time by Covetrus in its reasonable discretion.

EXHIBIT A

Partner Data Protection Addendum

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as specifically modified below, the terms of the Master Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Master Agreement.

1.   Definitions

1.1.   In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

      1.1.1.   "**Applicable Law**" means all applicable laws in (i) the EEA or any EEA Member State and Switzerland, (ii) the UK, (iii) Australia, (iv) New Zealand, (v) the United States, and such other laws, rules and regulations to which Covetrus or any of the Subprocessors is subject to from time to time;

      1.1.2.   "**Approved Addendum**" means the template Addendum issued by the UK Information Commissioner and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of the Mandatory Clauses;

      1.1.3.   "**Australian Privacy Laws**" means (i) the Privacy Act 1988 (Cth), including the 'Australian Privacy Principles' that form part of that Act; and (ii) all other laws applicable in respect of the processing of Personal Data;

      1.1.4.   "**Covetrus Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with, Covetrus. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors, or (ii) greater than fifty percent (50%) of the ownership interest;

      1.1.5.   "**Data Protection Laws**" includes (but is not limited to), to the extent applicable, EU Data Protection Laws, Swiss Data Protection Laws, UK Data Protection Laws, Australian Privacy Laws, NZ Data Protection Laws, US Data Protection Laws, or such other applicable privacy laws as may apply from time to time;

      1.1.6.   "**EEA**" means the European Economic Area;

      1.1.7.   "**EU Data Protection Laws**" means the laws implementing or supplementing the GDPR in the EEA;

      1.1.8.   "**GDPR**" means EU General Data Protection Regulation 2016/679;

      1.1.9.   "**Mandatory Clauses**" means Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the UK Information Commissioner and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses;

      1.1.10.   "**NZ Data Protection Laws**" means the Privacy Act 2020 and any other New Zealand laws and regulations applicable to Personal Data;

      1.1.11.   "**Partner Group Member**" means Partner or any Partner affiliate which means an entity that directly or indirectly controls, is controlled by, or is under common control with, Partner. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors, or (ii) greater than fifty percent (50%) of the ownership interests;

      1.1.12.   "**Partner Personal Data**" means any Personal Data Processed by Covetrus on behalf of Partner or a Partner Group Member pursuant to or in connection with the Master Agreement;

      1.1.13.   "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Covetrus for Partner Group Members pursuant to the Master Agreement;

      1.1.14.   "**Standard Contractual Clauses**" means the clauses adopted by the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) C/2021/3972;

      1.1.15.   "**Subprocessor**" means any person (including any third party and any Covetrus Affiliate, but excluding an employee of Covetrus) appointed by or on behalf of Covetrus to Process Personal Data on behalf of any Partner Group Member in connection with the Master Agreement;

1.1.16. "**Swiss Data Protection Laws**" means Swiss Federal Act on Data Protection of 25 September 2020, and any new or revised version of these laws that may enter into force from time to time;

1.1.17. "**UK Data Protection Laws**" means the UK Data Protection Act 2018 and the UK GDPR, and any new or revised version of these laws that may enter into force from time to time;

1.1.18. "**UK GDPR**" means as defined in Section 3 of the UK Data Protection Act 2018;

1.1.19. "**US Data Protection Laws**" means all applicable state or federal laws, rules, regulations, and government requirements in the United States relating to the privacy, confidentiality, or security of personal data, as they may be amended or otherwise updated from time to time. US Data Protection Laws include, to the extent applicable, the California Consumer Privacy Act of 2018 and its regulations, as amended by the California Privacy Rights Act; the Colorado Privacy Act; the Connecticut Data Privacy Act; the Virginia Consumer Data Protection Act; and the Utah Consumer Privacy Act.

1.2. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws (or the equivalent terms under the Data Protection Laws) and their cognate terms shall be construed accordingly. Where these terms do not have application under Data Protection Laws (e.g., Australian Data Privacy Laws), the parties' obligations will be interpreted to align as closely as possible with the scope of those roles and concepts under the GDPR while still fully complying with the applicable Data Protection Laws.

1.3. In the context of the NZ Data Protection Laws, each of the following terms shall have the same meaning as the following equivalent term that is used and defined in the NZ Data Protection Laws: "Controller" shall have the same meaning as "agency"; "Data Subject" shall have the same meaning as "individual" or "affected individual" (as the context requires); "Personal Data" shall have the same meaning as "personal information"; "Personal Data Breach" shall have the same meaning as a "privacy breach". In addition, "Processing" means any operation performed on Personal Data, including transfer, storage, disclosure, erasure or destruction and "Processor" means the legal person who holds personal information on behalf of a Controller.

1.4. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

To the extent that Covetrus processes Personal Data pursuant to the Master Agreement and this Addendum, each party acknowledges that, for the purpose of Data Protection Laws, Partner processes Personal Data on behalf of its own partners and Covetrus is the Subprocessor.

3. Processing of Partner Personal Data

3.1. Covetrus shall:

3.1.1. Comply with all applicable Data Protection Laws when Processing Partner Personal Data applicable to Covetrus' provision of Services under the Master Agreement; and

3.1.2. not Process Partner Personal Data other than pursuant to the Master Agreement, or on the relevant Partner Group Member's documented instructions unless Processing is required by Applicable Laws to which Covetrus or the relevant Subprocessor is subject, in which case Covetrus shall, to the extent permitted by Applicable Laws, inform the relevant Partner Group Member of that legal requirement before the relevant Processing of that Personal Data. Without limiting the foregoing and unless otherwise agreed in writing, Covetrus is prohibited from:

3.1.2.1. selling Partner Personal Data or otherwise making Partner Personal Data available to any third party for monetary or other valuable consideration except where otherwise agreed upon by the Parties;

3.1.2.2. sharing Partner Personal Data with any third party for cross-context behavioral advertising except where otherwise agreed upon by the Parties;

3.1.2.3. retaining, using, or disclosing Partner Personal Data for any purpose other than for the business purposes specified in the Master Agreement or as otherwise permitted by Data Protection Laws;

3.1.2.4. retaining, using, or disclosing Partner Personal Data outside of the direct business relationship between Covetrus and Partner; and

3.1.2.5. except as otherwise permitted by Data Protection Laws, combining Partner Personal Data with Personal Data that Covetrus receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject.

3.1.3. Notify Partner promptly if Covetrus determines that it can no longer meet its obligations under US Data Protection Laws.

3.2. Each Partner Group Member:

3.2.1.   Instructs Covetrus (and authorises Covetrus to instruct each Subprocessor) to:

3.2.1.1.   Process Partner Personal Data; and

3.2.1.2.   In particular, transfer Partner Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Master Agreement; and

3.2.2.   Warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Partner Group Member.

3.3.   <u>Schedule I</u> to this Addendum sets out information regarding the duration, nature and purpose of the Processing, the categories of Data Subjects and processed Personal Data as required by Article 28(3) of the GDPR (and, to the extent applicable, equivalent requirements of other Data Protection Laws).

4.   Covetrus Personnel

Covetrus shall take reasonable steps designed to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Partner Personal Data, in each case limiting access to those individuals who need to know/access the relevant Partner Personal Data, as necessary for the purposes of the Master Agreement, and to comply with Applicable Laws in the context of that individual's duties to Covetrus or Subprocessor, and subjecting all such individuals to confidentiality undertakings or professional or statutory obligations of confidentiality.

5.   Security

5.1.   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Covetrus shall in relation to the Partner Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, as set out in <u>Schedule II</u> to this Addendum.

5.2.   In assessing the appropriate level of security, Covetrus shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6.   Subprocessing

6.1.   Each Partner Group Member authorizes Covetrus to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the Master Agreement.

6.2.   Covetrus may continue to use those Subprocessors already engaged by Covetrus as at the date of this Addendum, subject to Covetrus in each case meeting the obligations set out in section 6.5. These Subprocessors are listed in <u>Schedule III</u> to this Addendum.

6.3.   Covetrus shall give Partner at least fourteen (14) days prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by Subprocessor. If Partner does not object to the engagement within the objection period, consent regarding the engagement shall be assumed. If, within 7 days of receipt of that notice, Partner notifies Covetrus in writing of any objections (on reasonably grounds) to the proposed appointment:

6.3.1.   Covetrus shall work with Partner in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and

6.3.2.   Where such a change cannot be made within 45 days from Covetrus' receipt of Partner's notice, notwithstanding anything in the Master Agreement, Partner may by written notice to Covetrus with immediate effect terminate the impacted services to the extent that it relates to the Services which require the use of the proposed Subprocessor.

6.4.   On termination of the impacted services, pursuant to section 6.3.2, Partner shall be liable for any contracted fees or charges for the remainder of the term of the Master Agreement and any Order Forms thereunder, except if Partner can prove the objection to the Subprocessor was due to non-compliance with relevant data protection regulation.

6.5.   With respect to each Subprocessor, Covetrus shall:

6.5.1.   Before the Subprocessor first Processes Partner Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Partner Personal Data required by the Master Agreement;

6.5.2.   Ensure that the arrangement between on the one hand (a) Covetrus, or (b) the relevant intermediate Subprocessor; and on the other the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Partner Personal Data as those set out in this Addendum and meet the requirements of all Applicable Laws including Article 28(3) of the GDPR; and

6.5.3.   Provide to Partner for review such copies of the Partner's agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Partner may request from time to time.

6.6.   Covetrus shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Partner Personal Data carried out by the Subprocessor, as if it were party to this Addendum in place of Covetrus.

7.   Data Subject Rights

7.1.   Taking into account the nature of the Processing, Covetrus shall assist each Partner Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, to assist the Partner Group Members' obligations, as reasonably understood by Partner, to respond to requests to exercise Data Subject rights under the Data Protection Laws. Without limiting the foregoing, Partner will inform Covetrus of any such requests that Covetrus is required to comply with and provide any information necessary for Covetrus to comply with the request. Covetrus may apply an additional charge or charges, distinct from any charges or fees payable by Partner under the Master Agreement, for the provision of assistance to Partner in responding to any Data Subject requests. The charge or charges associated with any assistance shall be at Covetrus' discretion, however they shall be proportionate to any level of assistance and effort expended by Covetrus.

7.2.   Covetrus shall:

7.2.1.   Promptly notify Partner upon becoming aware of any Subprocessor having received a request from a Data Subject under any Data Protection Law in respect of Partner Personal Data; and

7.2.2.   Ensure that the Subprocessor does not respond to that request except as required by Applicable Laws to which the Subprocessor is subject, in which case Covetrus shall to the extent permitted by Applicable Laws inform Partner of that legal requirement before the Subprocessor responds to the request.

8.   Personal Data Breach

8.1.   Covetrus shall notify Partner without undue delay upon Covetrus or any Subprocessor becoming aware of a Personal Data Breach affecting Partner Personal Data, providing Partner with sufficient information to allow each Partner Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2.   Covetrus shall co-operate with Partner and each Partner Group Member and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9.   Data Protection Impact Assessment and Prior Consultation

Covetrus shall provide reasonable assistance to each Partner Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Partner reasonably considers to be required of any Partner Group Member by Article 35 or 36 of the GDPR or similar provisions of any other Data Protection Law, in each case solely in relation to Processing of Partner Personal Data by, and taking into account the nature of the Processing and information available to, the Subprocessors.

10.   Deletion or Return of Partner Personal Data

10.1.   Subject to compliance with Data Protection Laws relating to Personal Data retention, the deletion, return or other treatment of Partner Personal Data on termination of the Master Agreement shall be managed in accordance with the terms of the Master Agreement.

10.2.   Each Subprocessor may retain Partner Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Covetrus shall ensure the confidentiality of all such Partner Personal Data and shall ensure that such Partner Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws or the Master Agreement requiring its storage and for no other purpose.

11.   Audit Rights

11.1.   Partner will have the right, if provided by applicable law, to take reasonable and appropriate steps to ensure that Covetrus uses Partner Personal Data in a manner consistent with Partner's obligations under Data Protection Laws. Subject to sections 11.2 to 11.3, Covetrus shall make available to each Partner Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, to the extent permitted by law by any Partner Group Member or an auditor mandated by any Partner Group Member in relation to the Processing of the Partner Personal Data by Covetrus.

11.2.   Information and audit rights of the Partner Group Members only arise under section 11.1 to the extent that the Master Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws (including, where applicable article 28(3) (h) of the GDPR).

11.3.   Partner or the relevant Partner Group Member undertaking an audit shall give Covetrus reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to Covetrus' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Covetrus need not give access to its premises for the purposes of such an audit or inspection, unless:

11.3.1.   Partner or the relevant Partner Group Member undertaking and audit reasonably considers necessary because of genuine concerns as to the Covetrus' compliance with this Addendum;

11.3.2.   A Partner Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

Where Partner or the relevant Partner Group Member undertaking an audit has identified its concerns or the relevant requirement it shall inform Covetrus thereof in due time.

11.4.   Save for any disclosures required for compliance with Data Protection Laws, Partner undertakes to keep, and ensure its auditors and Partner or the relevant Partner Group Members keep, all results or findings from any audit confidential and shall indemnify Covetrus against any and all losses incurred by Covetrus as a result of any breach of this section 11.4.

12.   International Data Transfers

12.1.   The parties acknowledge that Covetrus processes the Partner Personal Data in the United States, Australia and other locations inside and outside the EU / EEA. Unless an adequacy decision exists for the respective locations, the Parties herewith agree to the EU Standard Contractual Clauses, which shall become part of this DPA.

12.2.   Covetrus and Partner and all relevant Partner Group Members agree that the terms of the Standard Contractual Clauses (Commission Implementing Decision 2021/914 [EU]) Module Three (Processor to Processor) as further specified in Schedule IV of this DPA, are hereby incorporated by reference and shall be deemed to have been executed by the Parties and apply to any transfers of Partner Personal Data falling within the scope of the GDPR from Partner or the relevant Partner Group Member (as data exporter) to Covetrus (as data importer).

12.3.   To the extent that any transfers of Partner Personal Data fall within the scope of the UK GDPR, from the Partner (as data exporter) to Covetrus (as data importer), the Mandatory Clauses shall apply in accordance with Schedule VI.

12.4.   To the extent that any transfers of Partner Personal Data fall within the scope of Swiss Data Protection Law, from the Partner (as data exporter) to Covetrus (as data importer) the Swiss Addendum set out in Schedule VII shall apply.

12.5.   Covetrus will provide Partner reasonable support to enable Partner's compliance with the requirements imposed on the transfer of personal data to third countries with respect to data subjects located in the EEA, Switzerland, and UK. Covetrus will, upon Partner's request, provide information to Partner which is reasonably necessary for Partner to complete a transfer impact assessment ("**TIA**"). Covetrus further agrees to implement the supplementary measures agreed upon and set forth in Schedule V of this DPA in order to enable Partner 's compliance with requirements imposed on the transfer of personal data to third countries under the GDPR. Covetrus may charge Partner, and Partner shall reimburse Covetrus, for any assistance provided by Covetrus with respect to any TIAs, data protection impact assessments or consultation with any supervisory authority of Covetrus.

13.   Survival

13.1.   Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

14. **General Terms**

Governing law and jurisdiction

14.1. The parties to this Addendum hereby submit to the governing law and choice of jurisdiction stipulated in the corresponding schedule which for the avoidance of doubt refers to (a) <u>Schedule VI</u> where the Partner is established in the UK and (b) <u>Schedule VII</u> where the Partner is established in Switzerland and (c) for all other Partners, <u>Schedule IV</u> to this Addendum with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity, termination or the consequences of its nullity and all non-contractual or other obligations arising out of or in connection with it.

Order of precedence

14.2. Nothing in this Addendum reduces Covetrus' obligations under the Master Agreement in relation to the protection of Personal Data or permits Covetrus to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Master Agreement.

14.3. Subject to section 13.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Master Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the following order of precedence shall apply:
(i) The Standard Contractual Clauses, including, where applicable, any addendum hereto
(ii) This DPA
(iii) The Master Agreement
(iv) Any other agreement entered into between the parties

Severance

14.4. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained herein.

Schedule I to Partner Data Protection Addendum

Details of Processing

List of Parties	
Data Exporter (Partner and Partner Group Member)	Partner as specified in the Master Agreement
Data Importer	Covetrus Software Services LLC

Description of processing	
Duration of processing	Partner Personal Data shall be processed for the duration of the term, as specified in the Master Agreement.
Nature of processing	The provision of services, as specified in the Master Agreement, may result in processing of data in at least the following manner: - Collection, - Storage, - Recording, - Organizing, - Making available, - Combining, - Blocking, - Making anonymous, - Erasure and deletion, - Analyzing, - Analyzing System Use, - Providing statistics
Purpose of processing	Provision of the Services described in the Order Form to the Partner API Access Agreement
Frequency of transfer	Continuously

Partner Personal Data	
Data subjects	- Partner employees - Partner partners

Data categories	- Partner name
	- Partner address
	- Partner employee's name
	- Partner employee's contact details
	- Partner's partner name
	- Partner's partner contact details including:
	  o Email
	  o Driver's License number
	  o Bank details
	  o Phone number
	  o Mobile number
	  o Address
	- Partner transaction history relating to company (including aged debt)
	- Business Partner insurance details (including policy number)
	- Care plan details (including type)

Competent Supervisory Authority
Where the data exporter is established in an EU Member State: The supervisory authority of the country in which the data exporter established is the competent authority. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR: The competent supervisory authority is the one of the Member State in which the representative is established.

A list of the supervisory authorities across the EEA can be found under the following link: https://edpb.europa.eu/about-edpb/about-edpb/members_en.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without, however, having to appoint a representative pursuant to Article 27(2) of the GDPR:

The competent supervisory authority is the supervisory authority of Ireland.

Technical and Organizational Measures

1.   Pseudonymisation and Encryption, Art. 32 para 1 point a GDPR

Pseudonymisation contains measures that enable one to process personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures. Encryption contains measures that enable one to convert clearly legible information into an illegible string by means of a cryptographic process.

- Stored data is encrypted where appropriate, including any backup copies of the data.

2.   The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, Art. 32 para 1 point b GDPR

Confidentiality and integrity is ensured by the secure processing of personal data, including protection against unauthorized or unlawful processing and integrity and availability by measures to protect against accidental loss, destruction or damage.

2.1   Confidentiality

2.1.1.   Physical access control

Measures that prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used.

- Physical access control systems
- Definition of authorizes persons; management and documentation of individual authorizations
- Regulation of Visitors and external staff
- Monitoring of all facilities housing IT systems
- Logging of physical access

2.1.2   System/Electronic access control

Measures that prevent data processing systems from being used without authorization.

- User Authentication by simple authentication methods (using username/password), including two-factor authentication where adequate
- Secure transmission of credentials (using TLS)
- Automatic account locking
- Suspending inactive sessions
- Guidelines for handling passwords and certificates
- Definition of authorized persons
- Managing means of authentication
- Access control to infrastructure that is hosted by cloud service provider
- In-time revocation of access for people who no longer need access / leave the company
- Automated alerting on illegal attempts of logging systems directly or indirectly connected to personal data
- Unique credentials per user

2.1.3   Internal Access Control

Measures that ensure that persons entitled to use a data processing system have access only to the data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization in the course of processing or use and after storage.

- Automatic and manual locking
- Access right management
- Access right management including authorization concept, implementation of access restrictions, implementation of the "need-to-know" principle, managing of individual access rights.

2.1.4   Isolation/Separation Control

Measures to ensure that data collected for different purposes can be processed (storage, amendment, deletion, transmission) separately.

- Network separation
- Segregation of responsibilities and duties
- Document procedures and applications for the separation

2.1.5 Job Control

Measures that ensure that, in the case of commissioned processing of personal data, the data are processed strictly corresponding the instructions of the principal.

- Training and confidentiality agreements for internal staff and external staff
- Information security assessment for vendors/partners

2.2. Integrity

2.2.1 Data transmission control

Measures ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged.

- Secure transmission between Partner and server and to external systems by using industry-standard encryption
- Secure network interconnections ensured by Firewalls, anti-virus programs, routinely patching software etc.
- Logging of transmissions of data from IT system that stores or processes personal data

2.2.2 Data input control

Measures that ensure that it is possible to check and establish whether and by whom personal data have been input into data processing systems, modified or removed.

- Logging authentication and monitored logical system access
- Logging of data access including, but not limited to access, modification, entry and deletion of data
- Documentation of data entry rights and partially logging security related entries.

2.3 Availability and Resilience of Processing Systems and Services

Availability includes measures that ensure that personal data is protected from accidental destruction or loss due to internal or external influences. Resilience of processing systems and services includes measures that ensure the ability to withstand attacks or to quickly restore systems to working order after an attack.

- Implementation of transport policies
- Backup Concept
- Protection of stored backup media

3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, Art. 32 para 1 point c GDPR

Organizational measures that ensure the possibility to quickly restore the system or data in the event of a physical or technical incident.

- We have implemented continuity planning with appropriate recovery objectives.

4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, Art. 32 para 1 point d GDPR

Organizational measures that ensure the regular review and assessment of technical and organizational measures.

- Testing of emergency equipment
- Documentation of interfaces and personal data fields
- Internal assessments

Schedule III to Partner Data Protection Addendum

List of Subprocessors

Name and address of Subprocessor	Subject matter of processing	Nature of processing	Duration of processing
Veterinary Solutions Ltd	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
Covetrus Software Services Pty Ltd	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
IDEXX Laboratories Inc, One IDEXX Drive, Westbrook, Maine, US	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
National Veterinary Services Limited, Unit 4 Jamage Industrial Estate, Talke Pits, Stoke-on-Trent, ST7 1XW	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
MWI Animal Health, Centaur House, Torbay Road, Castle Cary, BA7 7EU, UK	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
GB Group Plc, The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB, UK	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
Message4u Pty Ltd & Message Media Europe Ltd T/A MessageMedia of While Collar Factory, 1 Old Street Yard, London, EC1Y 8AF, UK	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
VetCheck Technologies Pty Ltd	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
Vetstoria Limited, Matrix House, 12-16 Lionel Road, Canvey Island, Essex, England, SS8 9DE	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.
Allianz Insurance Plc, 57 Ladymead, Guildford, Surrey, GU1 1DB	Hosting and processing of Company data.	Includes any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.	For the duration of the engagement.

Schedule IV to Partner Data Protection Addendum

Standard Contractual Clauses

For the purposes of the Standard Contractual Clauses:

1.   Module Three shall apply in the case of the processing under section 3.1 of the DPA.

2.   Clause 7 of the Standard Contractual Clauses (Docking Clause) does not apply.

3.   Clause 9(a) option 2 (General written authorization) is selected, and the time period to be specified is determined in clause 6.3 of the DPA.

4.   The option in Clause 11(a) of the Standard Contractual Clauses (Independent dispute resolution body) does not apply.

5.   With regard to Clause 17 of the Standard Contractual Clauses (Governing law), the Parties agree that, option 1 shall apply and the governing law shall be the law of the Republic of Ireland.

6.   In Clause 18(b) of the Standard Contractual Clauses (Choice of forum and jurisdiction), the Parties submit themselves to the jurisdiction of the courts of the Republic of Ireland.

7.   For the Purpose of Annex I of the Standard Contractual Clauses, Schedule I of the DPA contains the specifications regarding the parties, the description of transfer, and the competent supervisory authority.

8.   For the Purpose of Annex II of the Standard Contractual Clauses, Schedule II of the DPA contains the technical and organizational measures.

9.   The specifications for Annex III of the Standard Contractual Clauses, are determined by Schedule III of the DPA. The Subprocessor's contact person's name, position and contact details will be provided by Covetrus upon request.

Schedule V to Partner Data Protection Addendum

Additional Supplementary Measures

Covetrus further commits to implementing supplementary measures based on guidance provided by EU supervisory authorities in order to enhance the protection of Partner Personal Data in relation to the processing in a third country, as described in this Schedule V:

1.   Encryption

☒   The personal data is transmitted (between the parties and by Covetrus between data centers as well as to a subprocessor and back) using strong encryption.

Hereby, it is ensured that the encryption protocols employed are state-of-the-art and provide effective protection against active and passive attacks with resources known to be available to the public authorities of this third country, the parties involved in the communication agree on a trustworthy public-key certification authority or infrastructure, specific protective and state-of-the-art measures are used against active and passive attacks on the sending and receiving systems providing transport encryption, including tests for software vulnerabilities and possible backdoors, in case the transport encryption does not provide appropriate security by itself due to experience with vulnerabilities of the infrastructure or the software used, personal data is also encrypted end-to-end on the application layer using state-of-the-art encryption methods, the encryption algorithm and its parameterization (e.g., key length, operating mode, if applicable) conform to the state-of-the-art and can be considered robust against cryptanalysis performed by the public authorities when data is transiting to this third country taking into account the resources and technical capabilities (e.g., computing power for brute-force attacks) available to them[1], the strength of the encryption takes into account the specific time period during which the confidentiality of the encrypted personal data must be preserved, the encryption algorithm is implemented correctly and by properly maintained software without known vulnerabilities the conformity of which to the specification of the algorithm chosen has been verified, e.g., by certification, the keys are reliably managed (generated, administered, stored, if relevant, linked to the identity of the intended recipient, and revoked), by Partner or by an entity trusted by Partner under a jurisdiction offering an essentially equivalent level of protection.

☒ In accordance with the requirements outlined in the previous paragraph, the parties agree to implement strong end-to-end content encryption (between the parties and by Covetrus between data centers as well as to a subprocessor and back).

☒   The personal data at rest is stored by Covetrus using strong encryption.

The encryption algorithm and its parameterization (e.g., key length, operating mode, if applicable) conform to the state-of-the-art and can be considered robust against cryptanalysis performed by the public authorities in the recipient country taking into account the resources and technical capabilities (e.g., computing power for brute-force attacks) available to them[3]. The strength of the encryption and key length takes into account the specific time period during which the confidentiality of the encrypted personal data must be preserved. The encryption algorithm is implemented correctly and by properly maintained software without known vulnerabilities the conformity of which to the specification of the algorithm chosen has been verified, e.g., by certification. The keys are reliably managed (generated, administered, stored, if relevant, linked to the identity of an intended recipient, and revoked).

2.   Additional Organizational Measures

☒   Adoption and regular review by Covetrus of internal policies to assess the suitability of the implemented complementary measures and identify and implement additional or alternative solutions when necessary, to ensure that an essentially equivalent level of protection to that guaranteed within the EEA of the personal data transferred is maintained.

3.   Additional Contractual Measures

- **Empowering data subjects to exercise their rights**

☒   The parties commit to reasonably assist the data subject in exercising his/her rights.

Any compensation to data subjects is limited to material and non-material damages as provided in the GDPR and excludes consequential damages and all other damages not resulting from Covetrus´s infringement of the GDPR.

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[1] For the assessment of the strength of encryption algorithms, their conformity with the state-of-the-art, and their robustness against cryptanalysis over time, Customer can rely on technical guidance published by official cybersecurity authorities of the EU and its member states. See e.g. ENISA Report « What is "state of the art" in IT security? », 2019, https://www.enisa.europa.eu/news/enisa-news/what-is-state-of-the-art-in-it-security; guidance given by the German Federal Office for Information Security in its Technical Guidelines of the TR-02102 series and "Algorithms, Key Size and Protocols Report (2018), H2020-ICT-2014 – Project 645421, D5.4, ECRYPT-CSA, 02/2018" at https://www.ecrypt.eu.org/csa/documents/D5.4-FinalAlgKeySizeProt.pdf.

Schedule VI to Partner Data Protection Addendum

UK Addendum

With respect to any transfers of Partner Personal Data falling within the scope of the UK GDPR from Partner (including Partner Group Members) (as data exporter) to Covetrus (as data importer):

1.   the Approved Addendum as further specified in this <u>Schedule VI</u> shall form part of this DPA, and the Standard Contractual Clauses shall be read and interpreted in light of the provisions of the Approved Addendum, to the extent necessary according to Clause 12 lit. 1 of the Mandatory Clauses;

2.   The Standard Contractual Clauses are deemed to be amended to the extent necessary, so they operate for transfers made by Controller to Processor, to the extent that UK Data Protection Laws apply to the Controller's processing when making that transfer and to provide appropriate safeguards for the transfers in accordance with Article 46 of the UK GDPR.

3.   The selected Modules and Clauses to be determined according to Table 2 of the Approved Addendum are further specified in <u>Schedule IV</u> of this DPA as amended by the Mandatory Clauses**.**

4.   Annex 1 A and B of Table 3 to the Approved Addendum are specified by <u>Schedule I</u> of this DPA, Annex II of the Approved Addendum is further specified by <u>Schedule II</u> of this DPA, and Annex III of the Approved Addendum is further specified by <u>Schedule III</u> of this DPA**.**

5.   Covetrus (as data importer) may end this DPA, to the extent the Approved Addendum applies, in accordance with clause 19 of the Mandatory Clauses;

6.   Clause 16 of the Mandatory Clauses shall not apply**.**

7.   Neither the Standard Contractual Clauses nor the DPA shall be interpreted in a way that conflicts with UK Data Protection Laws.

8.   To the extent that the UK GDPR applies, the DPA shall be governed by the laws of England and Wales and the parties submit themselves to the jurisdiction of the courts of England and Wales.

Swiss Addendum

As stipulated in section 12 of the DPA, this Swiss Addendum shall apply to any processing of Partner Personal Data subject to Swiss Data Protection Law or to both Swiss Data Protection Law and the GDPR.

1. INTERPRETATION OF THIS ADDENDUM

(a) Where this Addendum uses terms that are defined in the Standard Contractual Clauses as further specified in Schedule IV of this DPA, those terms shall have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

This Addendum	This Addendum to the Clauses
Clauses	The Standard Contractual Clauses as further specified in Schedule IV of this DPA
Swiss Data Protection Laws	The Swiss Federal Act on Data Protection of 25 September 2020, and any new or revised version of these laws that may enter into force from time to time.

(b) This Addendum shall be read and interpreted in the light of the provisions of Swiss Data Protection Laws, and so that if fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR and/or Article 16(2) of the Swiss Data Protection Laws, as the case may be.

(c) This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Laws.

(d) Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

2. HIERARCHY

In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

3. INCORPORATION OF THE CLAUSES

(a) In relation to any processing of personal data subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR, this Addendum amends the DPA including as further specified in the schedules of this DPA to the extent necessary, so they operate:

(i) for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Laws or Swiss Data Protection Laws and the GDPR apply to the data exporter's processing when making that transfer; and

(ii) to provide appropriate safeguards for the transfers in accordance with Article 46 of the GDPR and/or Article 16(2) of the Swiss Data Protection Laws, as the case may be.

(b) To the extent that any processing of personal data is exclusively subject to Swiss Data Protection Laws, the amendments to the DPA including the SCCs, as further specified in the schedules of this DPA and as required by section 2.1 of this Swiss Addendum, include (without limitation):

(i) References to the "Clauses" or the "SCCs" means this Swiss Addendum as it amends the SCCs.

(ii) Clause 6 Description of the transfer(s) is replaced with:

"The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are those specified in Schedule I of this DPA where Swiss Data Protection Laws apply to the data exporter's processing when making that transfer."

(iii)   References to "Regulation (EU) 2016/679" or "that Regulation" or ""GDPR" are replaced by "Swiss Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" or "GDPR" are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable.

(iv)   References to Regulation (EU) 2018/1725 are removed.

(v)   References to the "European Union", "Union", "EU" and "EU Member State" are all replaced with "Switzerland".

(vi)   Clause 13(a) and Part C of Annex I are not used; the "competent supervisory authority" is the Federal Data Protection and Information Commissioner (the "FDPIC") insofar as the transfers are governed by Swiss Data Protection Laws;

(vii)   Clause 17 is replaced to state:

"These Clauses are governed by the laws of Switzerland insofar as the transfers are governed by Swiss Data Protection Laws".

(viii)   Clause 18 is replaced to state:

"Any dispute arising from these Clauses relating to Swiss Data Protection Laws shall be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland in which he/she has his/her habitual residence. The Parties agree to submit themselves to the jurisdiction of such courts."

(c)   To the extent that any processing of personal data is subject to both Swiss Data Protection Laws and the GDPR, the DPA including the sections/clauses as further specified in the schedules of this DPA will apply (i) as is and (ii) additionally, to the extent that a transfer is subject to Swiss Data Protection Laws, as amended by sections 3(b) and 3(d) of this Swiss Addendum, with the sole exception that Clause 17 of the SCCs shall not be replaced as stipulated under section 3(b)(vii) of this Swiss Addendum.

(d)   Partner warrants that it and/or Partner Group Members have made any notifications to the FDPIC which are required under Swiss Data Protection Laws.

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