

Second Addendum to Master Service Terms

(Covetrus Intelligence Terms and Conditions)

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THESE TERMS AND CONDITIONS.

This Addendum ("**Second Addendum**") is an amendment to, and thereby forms part of, the Master Service Terms v6.2022 ("**Master Service Terms**") between (i) Covetrus ("**Covetrus**"); and (ii) the Customer ("**Customer**") (each as defined in the Master Service Terms) regulating the provision of services to Customer by or on behalf of Covetrus.

In accordance with clause 16(d) of the Master Service Terms, the Master Service Terms are amended by the addition and incorporation of this Second Addendum, which shall be an integral part of the Master Service Terms and the Agreement (as defined below).

This Second Addendum shall also be known as the "**Covetrus Intelligence Terms**".

This Second Addendum sets out the terms and conditions on which Covetrus agrees to provide to Customer an ancillary data extraction system to provide insights and KPIs in an online data visualisation tool known as Covetrus Intelligence.

References to clauses in this Second Addendum shall be to clauses of this Second Addendum, unless expressly stated otherwise.

Except as specifically modified below, the Master Service Terms shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Addendum and the Master Service Terms (excluding this Second Addendum), the terms of this Second Addendum shall prevail.

Covetrus and Customer agree that the terms and conditions set out below constitute an amendment to the Master Service Terms and form part of the Agreement.

1. Subject Matter

These Covetrus Intelligence Terms govern the provision by Covetrus to Customer of Covetrus Intelligence, a software tool developed by Covetrus to provide Customer with insights and KPIs in an online data visualisation tool to optimize policies, improve processes and enhance operations, for the benefit of Customer's business, subject to Customer opting out of Covetrus Intelligence in accordance with clause 6 below.

2. Definitions

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

"**Agreement**" shall have the meaning given to it in the Master Service Terms.

"**Master Service Terms**" means the Master Service Terms, a copy of which is located at <https://software.covetrus.com/emea/support/user-agreements-current>.

"**Revised Data Processing Annex**" means the revised data processing terms and conditions applicable to Covetrus Intelligence, as set out as an annex to this Second Addendum and entitled "Revised Data Processing Annex".

Other defined terms used in the Master Service Terms shall have the same meanings when used in this Second Addendum, unless the context otherwise requires. Rules of interpretation set out in the Master

Service Terms shall apply equally to this Second Addendum.

3. Installation and Termination

Subject to clause 6 below:

- (a) Covetrus will make Covetrus Intelligence available to Customer by installing it as part of and ancillary to Subscription Services and Software already being used by Customer following the sending of a Covetrus Intelligence introduction email to this effect to Customer ("**Covetrus Notification**");
- (b) Customer engages Covetrus to provide and install Covetrus Intelligence on the terms and conditions of these Covetrus Intelligence Terms and the Master Service Terms; and
- (c) Customer's right to continue to use Covetrus Intelligence is subject to clause 15 of the Master Service Terms, save that Covetrus shall have the right to terminate Customer's ongoing access to and usage of Covetrus Intelligence by providing 30 days' written notice.

4. No Additional Charge

Customer will not be required to pay any additional charge for installation or usage of Covetrus Intelligence, which (subject to clause 3(c) and clause 6) may be used by Customer without charge for the duration of the term during which Customer uses any other Subscription Services or Software.

5. Customer Consents

In consideration for the receipt of Covetrus Intelligence at no additional charge (subject to clause 6), Customer grants all necessary consents and permissions as required to enable Covetrus to install, activate and operate Covetrus Intelligence, including without limitation such consents and permissions as are set out expressly in the Revised Data Processing Annex. Without prejudice to the foregoing, Customer acknowledges, agrees and confirms that Clause 5 and Clause 8 of the Master Service Terms apply in relation to Covetrus Intelligence, save as otherwise modified or replaced by provisions of the Revised Data Processing Annex.

6. Customer Opt-out

- (a) Customer shall have the right at any time to opt out of Covetrus Intelligence by sending to Covetrus written notification of its decision to opt out ("**Opt-out Notice**") as specified in the Covetrus Notification.
- (b) Where Customer has sent a valid Opt-out Notice to Covetrus prior to installation of Covetrus Intelligence, Covetrus Intelligence shall not be installed (and clauses 3, 4 and 5 of these Covetrus Intelligence Terms shall not apply). For the purposes of this Second Addendum, "valid Opt-out Notice" means a notice in writing stating the Customer's wish to opt out of Covetrus Intelligence and sent by email to the email address specified in the Covetrus Notification.
- (c) Where Covetrus Intelligence has been installed, Customer may opt out at any time by sending a written Opt-out Notice to Covetrus reflecting its decision to opt out in the manner specified in the Covetrus Notification. Upon receipt of a valid Opt-out Notice, Covetrus will cease provision of, and take steps to deactivate and uninstall, Covetrus Intelligence, provided that this shall not affect any accrued rights or obligations of Covetrus or Customer in respect of the operation of Covetrus Intelligence and Customer's usage thereof prior to receipt by Covetrus of a valid Opt-out Notice.

7. Revised Data Processing Annex

- (a) The terms of the Revised Data Processing Annex attached below to this Second Addendum shall form an integral part of this Second Addendum.
- (b) Upon installation of Covetrus Intelligence as contemplated herein, the terms of the Revised Data Processing Annex shall come into effect and shall apply in relation to Covetrus Intelligence.
- (c) Upon Customer opting out in accordance with clause 6 above, the terms of the Revised Data Processing Annex shall cease to continue to apply with effect from receipt by Covetrus of a valid Opt-out Notice (which shall be without prejudice to the application of the Revised Data Processing Annex in respect of the period prior to the uninstallation of Covetrus Intelligence).
- (d) For the avoidance of doubt, prior to the Revised Data Processing Annex coming into effect and after it ceases to continue to apply (if applicable), as contemplated in clause 7(b), the original Data Processing Annex attached as an Addendum to the Master Service Terms shall continue to apply to the relationship between Covetrus and Customer (to the extent applicable) as provided therein.

8. Intellectual Property

For the avoidance of doubt and without prejudice to the Master Service Terms, all copyright and intellectual property rights as envisaged in Clause 2(e) of the Master Service Terms in relation to Covetrus Intelligence and any work product derived from it, shall be retained by and belong to Covetrus (or the relevant Affiliate as may be applicable).

9. Master Service Terms

- (a) The Master Service Terms shall apply to Covetrus Intelligence and Customer's usage thereof except as otherwise modified by these Covetrus Intelligence Terms (including the Revised Data Processing Annex).
- (b) For the purposes of the Master Service Terms:
 - i. Covetrus Intelligence shall be deemed to fall within the definitions of Subscription Services and Ancillary Services (each as defined in the Master Service Terms); and
 - ii. these Covetrus Intelligence Terms shall be deemed to form part of the Agreement (as defined in the Master Service Terms).

10. Miscellaneous

- (a) This Second Addendum may be amended by Covetrus as contemplated by and in accordance with Clause 16(d) of the Master Service Terms.
- (b) These Covetrus Intelligence Terms shall be governed by English law. Any dispute arising out of or in relation to these Covetrus Intelligence Terms shall be subject to the exclusive jurisdiction of the English courts.

Annex to Covetrus Intelligence Terms and Conditions

(Revised Data Processing Annex)

Revised Data Processing Annex

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THESE TERMS AND CONDITIONS.

This Revised Data Processing Annex ("**Revised DPA**") forms an integral part of the Second Addendum (i.e. the Covetrus Intelligence Terms and Conditions) to the Master Service Terms to which it is attached.

The terms of this Revised DPA shall apply in relation to the provision of Covetrus Intelligence and shall be treated as an integral part of the Agreement (as defined below).

In accordance with clause 7 of the Second Addendum, this Revised DPA takes effect and applies from the time and for so long as Covetrus provides Covetrus Intelligence to Customer. This Revised DPA shall apply as aforementioned and accordingly shall replace and take precedence over the Data Processing Annex specifically in relation to Covetrus Intelligence.

References to sections in this Revised DPA shall be to sections of this Revised DPA, unless expressly stated otherwise.

In the event of any inconsistency or conflict (i) between the provisions of this Revised DPA and the other provisions of the Second Addendum (excluding this Revised DPA); (ii) between this Revised DPA and the Master Service Terms or (iii) between this Revised DPA and the Privacy Policy, the provisions of this Revised DPA shall in each case prevail.

1. Definitions

- a) In this Revised DPA (including the above paragraphs), the following terms shall have the meanings set out below and shall be construed accordingly:

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

"Agreement" shall have the meaning given to it in the Master Service Terms and any reference to the "Agreement" in this Revised DPA shall for the avoidance of doubt include the Second Addendum;

"Applicable Data Laws" means (i) the Data Protection Laws; (ii) to the extent applicable in respect of any matter relating to the Second Addendum, the UK Database Regulations 1998 (as updated for Brexit) and any other applicable UK law or regulation; and (iii) to the extent required pursuant to the Data Protection Laws, the GDPR and any other relevant European Union regulation relating to data protection, in each case as may be amended, consolidated or superseded from time to time;

"Contracted Processor" means Covetrus or a Subprocessor;

"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.

“Covetrus Intelligence Terms” means the Second Addendum to the Master Service Terms relating to Covetrus Intelligence, of which this Annex Revised DPA forms an integral part;

“Covetrus Intelligence” means a data extraction system provided by Covetrus to provide insights and KPIs in an online data visualisation tool;

“Customer Affiliate” means an Affiliate or partner of the Customer;

“Customer Group Member” means Customer or any Customer Affiliate;

“Customer Information” means data, information or records relating to Customer and/or Customer Affiliate (as may be applicable) and its and/or their business, excluding Customer Personal Data;

“Customer Personal Data” means any Personal Data held by any Customer Group Member accessed, collected, extracted or Processed by a Contracted Processor pursuant to or in connection with the Agreement;

“Data Processing Annex” means the document entitled “Data Processing Annex” attached as an Addendum (being the first Addendum) to the Master Service Terms;

“Data Protection Laws” means the Data Protection Act 2018 and the UK GDPR, as may be amended, consolidated or replaced from time to time;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Master Service Terms” shall have the meaning given to it in the Second Addendum;

“Privacy Policy” means the Covetrus Global Software Services Data Privacy Policy located online at: [Privacy Policy - Covetrus Technical Solutions | UK, Europe, Middle East, Africa](#);

“Second Addendum” means the second addendum to the Master Service Terms, known as the Covetrus Intelligence Terms, to which this Revised DPA is attached;

“Services” means the services (including Covetrus Intelligence) and other activities to be supplied, provided or otherwise carried out by or on behalf of Covetrus for any Customer Group Member pursuant to the Agreement;

“Subprocessor” means any person (including any Covetrus Affiliate and any third party, but excluding an employee of Covetrus or any of its Affiliates or general sub-contractors) appointed by or on behalf of Covetrus or any Covetrus Affiliate to Process Personal Data on behalf of any Customer Group Member in connection with the Agreement (including the Addendum); and

“UK GDPR” means the UK-General Data Protection Regulation, implementing the GDPR post-Brexit, which came into effect on 1 January 2021, and is incorporated within Part 2 of the Data Protection Act 2018;

- b) The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**”, “**Processing**”, “**Processor**” and “**Supervisory Authority**” when used in this Revised DPA (whether capitalized or not) shall have the same meaning as in the Data Protection Laws, and their cognate terms shall be construed accordingly.
- c) The word “include” shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- d) Other defined terms used in the Master Service Terms shall have the same meanings when used in this Revised DPA, unless expressly defined above or the context otherwise requires.
- e) Rules of interpretation set out in the Master Service Terms shall apply equally to this Revised DPA.
- f) Reference to “**party**” or “**parties**” shall be to a party or the parties to the Agreement.

2. Authority and Compliance.

- (a) To the extent that Covetrus Processes Personal Data pursuant to the Agreement, each party acknowledges that, for the purpose of Data Protection Laws, Customer (or, to the extent applicable, the relevant Customer Group Member) is the Controller of the Personal Data and Covetrus is the Processor.
- (b) Each party confirms and agrees that it will comply with its obligations under the Data Protection Laws with regard to Personal Data.
- (c) This section 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

3. Processing of Customer Personal Data.

- a) Customer (on behalf of itself and each Customer Group Member):
 - (i) appoints, engages and contracts Covetrus to Process Customer Personal Data;
 - (ii) authorizes Covetrus to transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Services by Covetrus (or the applicable Covetrus Affiliate) as contemplated by and in accordance with the Agreement;
 - (iii) instructs and authorises Covetrus to instruct each Subprocessor to:
 - (A) Process Customer Personal Data; and
 - (B) transfer Customer Personal Data to any country or territory,
 in each case as reasonably necessary for the provision of the Services by Covetrus (or the applicable Covetrus Affiliate) as contemplated by and in accordance with the Agreement;
 - (iv) warrants and represents that it is and will at all relevant times remain duly and effectively authorised to appoint, engage and contract Covetrus and to give the authorization and instruction as set out respectively in Sections 3(a)(i) and (ii) on behalf of each relevant Customer Group Member; and
 - (v) without prejudice to the generality of section 2, will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Covetrus for the duration and purposes of this Agreement.

- b) Covetrus shall ensure that it shall:
 - (i) comply with all applicable requirements of the Data Protection Laws in the Processing of Customer Personal Data in relation to Covetrus's provision of Services under the Agreement;
 - (ii) not Process Customer Personal Data other than pursuant to or as contemplated by the Agreement, or on the relevant Customer Group Member's documented instructions, unless Processing is required by any applicable laws to which the relevant Contracted Processor is subject, in which case Covetrus or the relevant Covetrus Affiliate shall to the extent permitted by such applicable laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Customer Data;
 - (iii) where applicable, as contemplated by Section 3(a)(ii) above, transfer Customer Personal Data in compliance with the Applicable Data Laws.
- c) The parties acknowledge and agree that:
 - (i) the Processing of Customer Personal Data is for the purposes of enabling Covetrus to provide Covetrus Intelligence as contemplated in the Second Addendum, which is beneficial for the Customer for the legitimate interests of optimizing policies, improving processes and enhancing operations for the benefit of Customer's business; and
 - (ii) Schedule 1 to this Revised DPA sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by Article 28 of the UK GDPR.

4. Customer Acknowledgement and Consent.

- a) Without prejudice to Section 3:
 - (i) Covetrus shall have the right, and Customer hereby consents to Covetrus having the right, to access, extract, collect, use, Process and display the Customer Personal Data: (i) in order to provide, improve, monitor, operate or manage Covetrus Intelligence; (ii) to comply with legal, regulatory and manufacturer requirements; and (iii) as otherwise may be permitted or contemplated by this Agreement or the Privacy Policy; and
 - (ii) taking into account the supply and provision by Covetrus of Covetrus Intelligence to Customer for Customer's benefit for no additional charge in accordance with the Second Addendum, notwithstanding and further to any other provision of the Agreement, and to the extent required for the purposes of any Applicable Data Laws, Customer on behalf of itself and each Customer Affiliate acknowledges and consents that Covetrus has the right to access, collect, extract, Process, use and re-utilise Customer Information in connection with providing Covetrus Intelligence.
- b) Notwithstanding any other provision of the Agreement, Customer on behalf of itself and each Customer Affiliate further acknowledges and agrees that Covetrus is not and will not be in breach of any duty of confidentiality including in respect of Customer Information owed to Customer or any Customer Affiliate, whether arising under the Agreement or otherwise, in carrying out its role in relation to provision of Covetrus Intelligence and exercising its rights under the Agreement.

5. Technical and Organisational Measures

- (a) Covetrus shall ensure that it has in place, or will implement as necessary, sufficient organisational and technical measures to ensure that Processing of Personal Customer Data is carried out in accordance with Data Protection Laws, in order to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, having regard to the state of technological development and the cost of implementing any measures.
- (b) Covetrus shall ensure that it and each Subprocessor takes reasonable steps to ensure that individuals engaged in Processing Customer Personal Data are subject to appropriate confidentiality undertakings or are otherwise subject to professional or statutory duties of confidentiality.

6. Subprocessing

- (a) Customer on behalf of itself and each Customer Group Member authorises Covetrus to appoint (and permit each Subprocessor appointed in accordance with this Section 6 to appoint) Subprocessors in accordance with this Section 6.
- (b) Covetrus shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by Subprocessor. If, within 7 days of receipt of that notice, Customer notifies Covetrus in writing of any objections (on reasonable grounds) to the proposed appointment:
 - (i). Covetrus shall work with Customer 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
 - (ii). where such a change cannot be made within 45 days from Covetrus' receipt of Customer's notice, notwithstanding anything to the contrary in the Agreement, Customer 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 to which Customer has objected in writing.
- (c) On termination of the impacted Services pursuant to Section 6(b)(ii), Customer shall remain liable for any contracted fees or charges for the remainder of the term of the Agreement and any Order Forms thereunder in relation to Services thereby not impacted nor terminated.
- (d) With respect to each Subprocessor, Covetrus or the relevant Covetrus Affiliate shall:
 - (i) before the Subprocessor first Processes Customer Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by this Revised DPA;
 - (ii) ensure that the arrangement between, on the one hand, (a) Covetrus, the relevant Covetrus Affiliate or the relevant intermediate Subprocessor; and, on the other hand, (b) the Subprocessor, is governed by a written contract including terms which offer at least substantially the same level of protection for Customer Personal Data as those set out in this Revised DPA and meet the requirements of Article 28(3) of the UK GDPR; and
 - (iii) provide to Customer for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Revised DPA) as Customer may reasonably request from time to time.
- (e) Covetrus shall remain liable for any failure by a Subprocessor appointed in accordance with this Revised DPA to perform its obligations in relation to data protection under Data Protection Laws.

7. Data Subject Rights

- (a) Taking into account the nature of the Processing, Covetrus shall assist the relevant Customer Group Member, to the extent reasonable, to meet its obligations, as reasonably understood by Customer, to respond to requests by Data Subjects to exercise their rights under Data Protection Laws.
- (b) Covetrus shall:
 - (i) promptly notify Customer upon becoming aware of any Contracted Processor having received a request under Data Protection Laws from a Data Subject in respect of Customer Personal Data; and
 - (ii) ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or as required by any applicable law to which the Contracted Processor is subject, in which case Covetrus shall to the extent permitted by applicable law inform Customer of the relevant legal requirement before the Contracted Processor responds to the request.

8. Personal Data Breach

- (a) Covetrus shall notify Customer without undue delay upon Covetrus or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the relevant Customer Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach in accordance with Data Protection Laws.
- (b) Covetrus shall co-operate with Customer and take such commercial steps as are reasonable to assist in the investigation, mitigation and remediation of each such Personal Data Breach in light of Data Protection Laws.

9. Data Protection Impact Assessment and Prior Consultation

Covetrus shall provide reasonable assistance to Customer and, if requested, the relevant Customer Affiliate with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by Article 35 or 36 of the UK GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or Return of Customer Personal Data

Upon expiry or the termination of the Agreement (or, if earlier, upon discontinuation or termination of Covetrus Intelligence), Customer Personal Data shall be deleted or returned to Customer in accordance with Customer's written directions, in accordance with Data Protection Laws, unless storage is required in accordance with any applicable law.

11. Audit Rights

- (a) Covetrus shall make available to Customer upon reasonable request all information necessary to demonstrate compliance with Data Protection Laws and this Revised DPA and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors in accordance with Data Protection Laws.

- (b) Customer undertaking an audit shall give Covetrus reasonable notice of any audit or inspection to be conducted under Section 11(a) and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.
- (c) Save for any disclosures required for compliance with Data Protection Laws, Customer undertakes to keep, and ensure its auditors and Customer Affiliates keep, all results or findings from any audit confidential and shall indemnify Covetrus and Covetrus Affiliates against any and all losses incurred by Covetrus (or any Covetrus Affiliate) as a result of any breach of this Section 11(c).

12. Miscellaneous

- (a) Survival: Any provision of this Revised DPA that expressly or by implication is intended to continue in force after termination or expiry of the Agreement shall remain in full force and effect.
- (b) Amendment: This Revised DPA may be amended by Covetrus as contemplated by and in accordance with Clause 16(d) of the Master Service Terms.
- (c) Governing Law: This Revised DPA (forming part of the Second Addendum) shall be governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts (in accordance with clause 11 of the Second Addendum).

Schedule 1
(Processing of Customer Personal Data)

Description of processing	
Duration of processing	Customer Personal Data shall be processed for the duration of the Term of the Agreement.
Nature of processing	The provision of services, as specified in the Agreement may result in processing of data in at least the following manner: Collection, Storage, Recording, Organising, Making available, Combining, Blocking, Making anonymous, Erasure and deletion, Analysing System Use, Compiling and Providing statistics
Purpose of processing	Provision of Customer data designed to assist Customer with various benchmarking activities, including but not limited to comparing Customer's practice metrics to metrics of other practices.
Personal Data	
Data subjects	<ol style="list-style-type: none"> 1. Customers 2. Customer customers
Data categories	<p>Name</p> <p>Contact details</p> <p>Location data</p>