

## HENRY SCHEIN ONE INFORMATION MANAGER AGREEMENT

This Information Manager Agreement (this “IMA”), between Henry Schein One, LLC (“Company”) and the customer identified in the Service Agreement (“Customer”) (each a “Party” and collectively, the “Parties”).

### 1. DEFINED TERMS

1.1. “Applicable Data Privacy Laws” means all applicable laws and regulations governing the collection, use, and disclosure of Personal Information including, but not limited to, the *Personal Information Protection and Electronic Documents Act (PIPEDA)* and any other applicable comparable law or regulation of any province or territory of Canada that is now, or may, in the future be, in effect and applicable to the Services.

1.2. “Personal Health Information” means any information relating to an identifiable natural person’s: (a) physical or mental health; or (b) provision of health care or health services.

1.3. “Personal Information” means any information about an identifiable natural person or as otherwise defined in Applicable Data Privacy Laws, including Personal Health Information, that is transferred to, or received by, Company pursuant to the Service Agreement.

### 2. SCOPE AND OBJECTIVE

2.1. The terms of this IMA apply only to the extent that Company provides Services to Customer for Customer’s use in Canada. These Services are provided to Customer under various agreements (collectively, the “Service Agreement”) that specify the Services to be provided by Company.

2.2. The Parties have agreed to enter into this IMA to protect the confidentiality, integrity, and availability of Personal Information received by Company pursuant to the Service Agreement.

### 3. TERM AND TERMINATION

3.1 This IMA shall become effective on the date on which the Parties have executed the Service Agreement (the “Effective Date”) and shall continue in full force and effect until the later of: (a) the termination or expiration of the Service Agreement; or (b) the completion of the last of the Services to be performed pursuant to the Service Agreement.

3.2 Upon termination of this IMA, Company shall, at Customer’s discretion, promptly return or delete all Personal Information, and all copies thereof, in its possession or under its control, unless retention of such Personal Information is required by Applicable Data Privacy Laws to which Company is subject to.

### 4. COMPLIANCE WITH APPLICABLE DATA PRIVACY LAWS; TRANSFERS OF DATA OUTSIDE OF CANADA

Customer shall abide by all applicable local, state, national, and foreign laws and regulations, including Applicable Data Privacy Laws, in connection with Customer’s use of the Services. Customer shall ensure that any transfer of Personal Information, including any transfer of Personal Information to Company’s infrastructure and data hosting facilities in the United States, is in compliance with Applicable

Data Privacy Laws. Customer is solely responsible for obtaining any and all required consents and/or authorizations from individuals whose Personal Information is directly or indirectly transferred pursuant to this IMA and the Service Agreement. Company cannot and does not assume any responsibility for any claim, action, or cause arising out of Customer's failure to comply with this section.

## **5. USE AND DISCLOSURE OF PERSONAL INFORMATION; CONFIDENTIALITY**

5.1 Company shall limit its collection, use, and disclosure of Personal Information to the minimum Personal Information reasonably necessary to provide the Services. Company shall treat Personal Information as confidential and shall take all reasonable steps to prevent further disclosure of Personal Information unless further disclosure is required by applicable law.

5.2 If Company is legally compelled to disclose Personal Information pursuant to an order or requirement of a court, administrative agency, or other governmental or regulatory body, Company shall provide prompt notice to Customer of such order or requirement and, if so requested by Customer, shall use commercially reasonable efforts to obtain a protective order or otherwise prevent or limit public disclosure of such Confidential Information.

5.3 Unless otherwise required by Applicable Data Privacy Laws, Company shall direct to Customer any individual request for access to, amendment of, or correction of Personal Information.

## **6. INFORMATION SECURITY INCIDENTS**

6.1 Company shall implement, and shall direct its subcontractors to implement, commercially reasonable and appropriate administrative, technical, and physical security and privacy controls to protect the confidentiality, integrity and availability of Personal Information Information.

6.2 Company shall take reasonable steps to guarantee the reliability of any employee, agent, or subcontractor who may have access to Personal Information, ensuring that: (a) access to Personal Information is strictly limited to such employee, agent, or subcontractor who need to access Personal Information for the purposes of the Service Agreement; (b) such employee, agent, or subcontractor comply with Applicable Data Privacy Laws; and (c) such employee, agent, or subcontractor is subject to the appropriate professional or statutory obligations of confidentiality.

## **7. INFORMATION SECURITY BREACHES**

7.1 Company shall notify Customer promptly of any privacy breach or information security incident affecting Personal Information, including any unauthorized disclosure, use, destruction, loss, removal, modification, or interruption in the availability of Personal Information.

7.2 Company shall take all reasonable steps to appropriately respond to and mitigate privacy breaches and information security incidents in a timely manner.

## **8. INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold Company, its parents, members, subsidiaries, officers, directors, employees, licensors, partners, and affiliates harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or in

connection with: (a) a claim, which would constitute a violation by Customer of its representations and warranties in this IMA, including, but not limited to, Customer's failure to obtain any required consents and/or authorizations for the collection, use, disclosure, and transfer of Personal Information pursuant to this IMA; (b) a breach by Customer of this IMA; or (c) a claim arising from Customer's contravention of any applicable local, state, national, or foreign law or regulation, including Applicable Data Privacy Laws.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL COMPANY, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, PARTNERS, AND AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES ARISING FROM OR RELATED TO THIS IMA, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, AND COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF COMPANY SHALL BE LIMITED TO THE AMOUNT PAID TO COMPANY BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

## **10. GENERAL PROVISIONS**

10.1 This IMA sets forth the entire understanding of the Parties relating to the subject matter addressed and supersedes any prior agreements, arrangements, or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this IMA and the Service Agreement, the terms of this IMA will govern. Except as otherwise expressly provided in this IMA, the provisions of the Service Agreement remain in full force and effect.

10.2 This IMA shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.3 Company may modify or supplement this IMA with notice to Customer if required to do so by a governmental or regulatory entity or if necessary to comply with Applicable Data Privacy Laws.

10.4 Each Party represents and warrants that it has full authority to bind itself to this IMA and that its rights hereunder and under the Service Agreement have not been sold, assigned, gifted, pledged, or otherwise transferred.

10.5 This IMA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.