

# McKesson Connect Terms and Conditions of Use

Please read the following Terms and Conditions of Use (these "Terms") carefully. McKesson Corporation and its affiliated entities (collectively, "McKesson", "we" or "us"), require that all McKesson Connect users comply with the following Terms. By accessing and using McKesson Connect and its ancillary tools, including but not limited to the Pinpoint Community Solutions ("PPCS") Service (collectively, "McKesson Connect"), you agree to be bound by and comply with these Terms. Your use of McKesson Connect is conditioned upon your acceptance without modification of the Terms contained herein.

These Terms govern your access to and use of McKesson Connect, including any data, information, materials, services, software, systems or products made available through or relating to McKesson Connect. These Terms incorporate by reference any additional terms and conditions posted by McKesson on McKesson Connect or otherwise made available to you by McKesson, including, but not limited to, the McKesson Connect Privacy Policy.

BY USING MCKESSON CONNECT, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING MCKESSON CONNECT ON BEHALF OF, OR FOR THE BENEFIT OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS. References to "you" and "your" in these Terms will refer to both the individual using McKesson Connect and to any such Organization.

## Changes to these Terms

We may change these Terms at any time. Notice of such changes will be posted on McKesson Connect or will otherwise be provided to you. All such changes are effective immediately upon notice. Your use of McKesson Connect following such notice constitutes your continuing agreement to be bound by the Terms as amended.

## Changes to McKesson Connect

We expressly reserve the right to make any changes that we deem appropriate from time to time to McKesson Connect or to any information, text, data, databases, graphics, images, sound recordings, audio and visual clips, trademarks, service marks, trade dress, trade names, logos, software, opportunities, features, services and other materials within McKesson Connect (all such materials and any compilation, collection or arrangement thereof, the "Content"). We may modify or remove any Content or otherwise cease making McKesson Connect available at any time without notice. DISCONTINUATION OF USE OF MCKESSON CONNECT IS YOUR SOLE RIGHT AND REMEDY FOR ANY DISSATISFACTION WITH MCKESSON CONNECT OR ANY OF THE CONTENT.

## Accessing McKesson Connect

McKesson Connect is offered exclusively to McKesson Distribution customers for legitimate business purposes. To access McKesson Connect, you must have a McKesson customer account and a user ID and password for McKesson Connect. Your user ID and password are for your personal use only and should be kept confidential. You, and not McKesson, are responsible for any use or misuse of your user ID or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user ID or password, or your McKesson Connect account. Your access to McKesson Connect is limited according

to McKesson administrator defined access controls. McKesson Connect operates in a secure web environment with an advanced, multi-layered firewall technology and Secure Socket Layer (SSL) to encrypt all data.

### **Restrictions on Access**

You represent and agree that all information that you provide to us in connection with your access to and use of McKesson Connect is true, accurate and complete to the best of your knowledge and belief. McKesson reserves the right, in its sole discretion, to terminate your access to all or part of McKesson Connect, without notice or liability, for any reason, including, but not limited to: (a) the unauthorized use of any username or password; or (b) the breach of these Terms. You may not access McKesson Connect after your access is terminated without our written approval. After terminating your access, McKesson will retain all rights, including all intellectual property rights, proprietary rights and licenses retained in these Terms, and the limitations upon your use and treatment of Content will remain in full force.

### **Non-Exclusive License to Access and Use**

You may access and use McKesson Connect only for your personal use. Any other access to or use of McKesson Connect or the Content constitutes a violation of these Terms and may violate applicable copyright, trademark or other laws. We make no representation that McKesson Connect or the Content are appropriate or available for use in locations other than the United States. If you choose to access McKesson Connect from locations other than in the United States, you do so at your own initiative, at your own risk and are responsible for complying with applicable local laws.

You may not access, use or copy any portion of McKesson Connect or of the Content through the use of indexing agents, spiders, scrapers, bots, web crawlers or other automated devices or mechanisms. You agree not to remove or modify any trademark legend or copyright notice, author attribution, or other notice placed on or contained within any of the Content.

### **Your Responsibilities as a User of McKesson Connect**

Your use of McKesson Connect is subject to all applicable local, state, national and international laws and regulations (collectively "Laws"), and you must comply with all applicable Laws. In addition, you agree that you will not:

- Interfere with, restrict or otherwise disrupt another user's use and enjoyment of McKesson Connect;
- Post, transmit or otherwise make available through or in connection with McKesson Connect any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- Interfere with or disrupt the operation of McKesson Connect or the servers or networks used to make McKesson Connect available, including by hacking or defacing any portion of McKesson Connect; or violate any requirement, procedure or policy of such servers or networks;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) McKesson Connect except as expressly authorized herein, without McKesson's express prior written consent;
- Post, transmit or otherwise make available through or in connection with McKesson Connect any virus, worm, Trojan horse, Easter egg, time bomb, cancelbots, adware, malware, spyware or other

computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of any hardware, software, system, data, or personal information;

- Use McKesson Connect for any purpose that is fraudulent or otherwise tortious or unlawful;
- Systemically download and store McKesson Connect content or use any robot, spider, site search/retrieval application or other manual or automatic to retrieve, index, "scrape," "data mine" or otherwise gather McKesson Connect content, or reproduce or circumvent the navigational structure or presentation of McKesson Connect, without McKesson's express prior written consent
- Reverse engineer, decompile, copy, or disassemble any aspect of McKesson Connect, except where such restrictions is expressly prohibited by applicable Law;
- Harvest or collect information about users of McKesson Connect; or
- Remove any copyright, trademark or other proprietary rights notice from McKesson Connect.

We reserve the right to terminate or suspend your account and your access to McKesson Connect if we believe, in our sole discretion, that you have violated the user conduct standards set forth herein.

### **Information Submitted Through McKesson Connect**

Your submission of information through McKesson Connect is governed by the McKesson Connect Privacy Policy. You represent and warrant that any information you provide in connection with McKesson Connect, is and will remain accurate and complete, and that you will maintain and update such information as needed.

### **Feedback**

By disclosing or offering any information to us, including any ideas, proposals, suggestions or other materials ("Feedback"), whether related to McKesson Connect or otherwise – for example, about how to improve or expand McKesson Connect – you hereby grant, and represent and warrant that you have the right to grant, to McKesson an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Feedback for any purpose, commercial, advertising, or otherwise, on or in connection with McKesson Connect or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Feedback, and to grant and authorize sublicenses of the foregoing.

By providing Feedback, you grant us the right, but not the obligation, to use the name that you submit in connection with such Feedback, and you waive any right and agree not to assert that any such use infringes or violates your right of privacy, right of publicity or other right. You further represent that you have all requisite rights to, and are authorized to disclose, all of the information contained in the Feedback. You are fully responsible for any Feedback you make and for the legality, reliability, appropriateness and originality thereof.

### **Product Order Placement**

If you have valid ordering permissions, you may place a product order with us through McKesson Connect. All payment and other obligations concerning such order placement are governed in a separate agreement between you and McKesson. These Terms are not intended to amend such agreements.

### **Rebate Information and "Net Pricing"**

Some McKesson Connect users may be eligible for rebates and discounts that may result in the display of "net price" fields in McKesson Connect Ordering and Item Catalog areas (specific to and limited to ordering and catalog areas only). Please note the following with regards to such net prices, which are "potential" savings being supported and displayed for reference purposes only.

- Rebates are not guaranteed and are a function of purchasing patterns and compliance with the guidelines of the applicable supply agreement and, as such, actual rebates may vary from time to time and are subject to change.
- Rebates and credits may be considered a "discount or other reduction in price" under applicable Law. IT IS THE INTENT OF MCKESSON TO ESTABLISH A BUSINESS RELATIONSHIP WHICH COMPLIES WITH THE ANTI-KICKBACK STATUTE SET FORTH AT 42 U.S.C. §1320a-7b(b) INCLUDING, WHERE A DISCOUNT OR OTHER REDUCTION IN PRICE IS APPLICABLE, THE REQUIREMENTS OF 42 U.S.C. §1320a-7b(b)(3)(A) AND THE "SAFE HARBOR" REGULATIONS REGARDING DISCOUNTS OR OTHER REDUCTIONS IN PRICE SET FORTH AT 42 C.F.R. §1001.952(h). YOU WILL (I) FULLY AND ACCURATELY DISCLOSE THE AMOUNT OF SUCH DISCOUNTS AND REDUCTIONS IN PRICE IN COST REPORTS OR CLAIMS FOR REIMBURSEMENT TO MEDICARE, MEDICAID, OR OTHER HEALTHCARE AND THIRD PARTY PAYOR PROGRAMS REQUIRING SUCH DISCLOSURE; AND/OR (II) RETAIN RELATED DOCUMENTATION AND PROVIDE IT TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES AND STATE AGENCIES UPON REQUEST IN ACCORDANCE WITH, IN EACH CASE, ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION 42 C.F.R. 1001.952(h). YOU WILL ACCURATELY REPORT PRICING, TOGETHER WITH ANY REDUCTIONS IN PRICE, IN CONNECTION WITH ANY FEDERAL OR STATE PRICING SURVEY (E.G., NATIONAL AVERAGE DRUG ACQUISITION COST SURVEY).

## Ownership of Intellectual Property

You understand and agree that McKesson owns, or has licensed from third parties, all right, title, and interest in and to McKesson Connect and all of its Content. You acknowledge and agree that the Content is valuable proprietary information protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries and that you acquire no ownership interest by accessing or using McKesson Connect or the Content. These intellectual property rights may include, but are not limited to, copyrights, trademarks, service marks, trade dress, trade secrets, and trade names. All such rights are the property of McKesson or its licensors and content providers.

If you believe that any Content constitutes copyright infringement, please follow the steps outlined in the following Copyright Policy.

## Copyright Policy

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

### Copyright Infringement Claims

We take claims of copyright infringement seriously and will respond to notices of alleged copyright infringement submitted in accordance with applicable law. If you believe any materials accessible on or from McKesson Connect infringe your copyright, please let us know by submitting written notification to our Copyright Agent (designated below). The written notice (the "DMCA Notice") must include substantially the following as required by Title 17 of the United States Code, Section 512(c)(3):

- Your physical or electronic signature (or that of your designated agent).
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on McKesson Connect, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.

- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Auma N. Reggy  
Chief Trademark Counsel  
Law Department  
McKesson Corporation  
2 National Data Plaza, NE  
Atlanta, GA 30329  
Phone: (404) 461-5216

The DCMA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on McKesson Connect is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

#### Counter-Notification Procedures

If you believe that material you posted on McKesson Connect was removed or disabled in error, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our Copyright Agent, which will be shared with the party submitting the original DMCA Notice as required by law. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which McKesson Connect may be found) and that you will accept service from the person (or an agent of the person) who submitted the DMCA Notice.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on McKesson Connect was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

#### Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**Third Party Materials; Links**

Certain McKesson Connect functionality may make available access to information, products, services and other materials made available by third parties ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third-Party Materials.

We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms shall be deemed to be a representation or warranty by McKesson with respect to any Third-Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through McKesson Connect at any time. In addition, the availability of any Third-Party Materials through McKesson Connect is provided solely as a convenience to our users and does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such third-party.

YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND MCKESSON WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR ACCESS OR USE OF SUCH THIRD-PARTY MATERIALS. The terms of use and privacy policies applicable to Third-Party Materials may be different from those that apply to McKesson Connect and we encourage you to visit such terms and policies as provided by such sites.

**Confidentiality**

You agree (a) to hold all non-public information, including without limitation product, pricing and customer and supplier data disclosed or otherwise made available by McKesson through McKesson Connect ("Confidential Information"), in strict confidence, (b) not to disclose such Confidential Information to any third parties, and (c) not to use any Confidential Information for any purpose except for your internal business purposes. Subject to the terms and conditions of these Terms, you may disclose the Confidential Information to any of your employees who has a bona fide need to know. You agree to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of McKesson. Confidential Information will not include information that: (i) is now, or hereafter becomes, through no act or failure to act by you, generally known or available to the public; (ii) was acquired by you before receiving such information from McKesson and without restriction as to use or disclosure; (iii) is hereafter rightfully furnished to you by a third party without restriction as to use or disclosure; or (iv) is disclosed with the prior written consent of McKesson.

You recognize and agree that nothing contained in these Terms will be construed as granting any rights to you, by Agreement or otherwise, to any Confidential Information except as specified in these Terms. You acknowledge that all Confidential Information is owned solely by McKesson (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, you agree that McKesson will have the right to obtain an immediate injunction enjoining any breach of these Terms, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

**Security**

McKesson takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from McKesson Connect. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure.

**Disclaimer of Warranties; Limitation of Liability**

By using McKesson Connect, you expressly agree that such use is at your sole risk. While we try to maintain the timeliness, integrity and security of McKesson Connect, we do not guarantee that McKesson Connect, or any content or data on McKesson Connect, is or will remain updated, complete, correct or secure, current, relevant, reliable, or of any particular value or quality or that access to McKesson Connect will be uninterrupted.

The use of McKesson Connect by you is at your sole risk. ACCORDINGLY, MCKESSON CONNECT AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

UNDER NO CIRCUMSTANCES WILL MCKESSON OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF MCKESSON CONNECT OR THE CONTENT, OR PRODUCTS OR SERVICES AVAILABLE ON MCKESSON CONNECT, OR THE TRANSMISSION OF INFORMATION TO OR FROM MCKESSON CONNECT OVER THE INTERNET, EVEN IF WE WERE ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH MCKESSON CONNECT IS TO STOP USING MCKESSON CONNECT.

In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of McKesson will be limited in accordance with these Terms to the extent permitted by law.

Any cause of action or claim with respect to McKesson Connect must be commenced within one (1) year after the action or claim arises.

**Indemnity**

To the fullest extent permitted under applicable Law, you agree to defend, indemnify and hold harmless McKesson, and its officers, directors, employees, representatives, consultants, agents, affiliates, suppliers and vendors, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) content, data, or information that you submit, post to, or transmit through McKesson Connect; (b) your access to and use of the Content, McKesson Connect, and other materials, products, and services available on or through McKesson Connect and McKesson; (c) your violation of these Terms; (d) your violation of any rights of any third party; and (e) any unauthorized use of a username, password or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you.

**Termination**

We may terminate your McKesson Connect account or terminate or suspend your access to and use of all or part of McKesson Connect at any time and without prior notice, for any or no reason, including if McKesson believes that you have violated these Terms, or if you engage in any conduct that we, in our sole discretion, believe is in violation of any applicable Law or is otherwise harmful to the interests of McKesson, any other McKesson customer or supplier, or any third party. Upon any such termination or suspension, your right to use McKesson Connect will immediately cease, and McKesson may, without liability to you or any third party, immediately deactivate or delete your user ID password and McKesson Connect account, and all associated materials, without any obligation to provide any further access to such materials. Any provisions of these Terms that are intended to survive termination (including, but not

limited to, any provisions regarding confidentiality, limitation of our liability, or indemnification) will continue in effect beyond any such termination of access to McKesson Connect.

## Contact

If you have any questions regarding McKesson Connect or these Terms, please see the "Contact Us" page accessible from the McKesson Connect Home Page ([connect.mckesson.com](https://connect.mckesson.com)), for information on how to contact us.

## Electronic and Telephone Communications

When you communicate with us through email or instant messaging systems you are communicating with us electronically, and consent to receive any return communications from us electronically. We may communicate with you via email and other means for purposes relating to your McKesson Connect account, any product orders you place, or any other services we provide to you. You also agree that all communications that we provide to you electronically, such as notices, agreements, disclosures, consents and other communications, satisfy any legal requirement that such communications be in writing.

## Pinpoint Community Solutions ("PPCS") Service

The PPCS Service is a perpetual inventory tool fully integrated into McKesson Connect. If you are eligible to use the PPCS Service (as described in the PPSC Service Eligibility section below), and you elect to use such PPCS Service, the following additional terms and conditions apply:

### Description of PPCS Service

The PPCS Service includes the following functionality:

- Managed electronic data interchange ("EDI") functionality. McKesson will be the communication manager of non-Protected Health Information (as defined under the Health Insurance Portability and Accountability Act (45 CFR § 160.103) National Drug Code ("NDC") and suggested orders. End-users may set stocking decisions for each NDC in stock across your stores.
- Return to Vendor functionality. The PPCS Service will enable your designated end-users to manage McKesson return requests.
- Cycle Count functionality. The PPCS Service will facilitate the cycle counting process. Reporting includes count information which consists of the date and time the cycle count occurred.
- Replenishment Management functionality. The PPCS Service will provide re-order point calculations by NDC and suggested orders. End-users may set stocking decisions for each NDC in stock across your stores.

### Your Responsibilities

In order for McKesson to provide the PPCS Service, you must, at your own expense, (i) obtain the necessary agreement(s) from your suppliers required to transmit EDI data to McKesson; (ii) facilitate access by McKesson to your pharmacy dispensing system data; and (iii) provide McKesson with a count of the inventory on hand at the time implementation starts. McKesson shall have no responsibility to independently verify the accuracy or completeness of any data that you provide to McKesson or of any data provided to McKesson on your behalf, and McKesson shall be entitled to rely on such data to provide the PPCS Service. You are responsible for maintaining all computer hardware and software required to access the PPCS Service. Additionally, the transfer, sale or purchase of inventory in accordance with any rule, guideline or law imposed by any governmental or regulatory authority is your sole responsibility.

### Inventory Count

As set forth in the Your Responsibilities section above, you shall provide McKesson with a count of the inventory on hand at the time implementation starts. At your sole discretion, you may select a third party vendor to assist with such inventory count. Solely to assist you with your search for a third party vendor, McKesson may provide



you with a list of vendors, some of which McKesson may have negotiated discounted pricing. In no event shall such list constitute an endorsement, representation, or warranty, express or implied, by McKesson of the listed vendors or their services. You shall independently evaluate whether a vendor on the list will meet your individual needs, and to the extent you select a vendor from the list provided by McKesson ("Selected Vendor"), you acknowledge and agree that (i) you shall enter into an agreement for services directly with such Selected Vendor; and (ii) McKesson shall have no liability whatsoever for the services provided by such Selected Vendor. You shall have no obligation whatsoever to select a vendor from the list provided by McKesson.

#### Data Delivery Authorization ("DDA")

You transmit, directly or through a vendor, certain electronic healthcare claim transactions to NDCHealth Corporation d/b/a RelayHealth ("RelayHealth"). In order for McKesson to perform the PPCS Service, RelayHealth must deliver certain de-identified claims data to McKesson on your behalf. You acknowledge that McKesson's performance of the PPCS Service is conditioned upon you executing RelayHealth's Data Delivery Authorization ("DDA") granting written consent to RelayHealth to transfer such de-identified claims data to McKesson. You further acknowledge that since the de-identified claims data is a necessary component for the performance of the PPCS Service, McKesson will have no responsibility to perform the PPCS Service if you do not grant consent to RelayHealth to transfer to McKesson the required de-identified claims data. Please contact your account executive or pharmacy sales consultant to assist you with the DDA execution process.

#### PPCS Service Data Use

You authorize McKesson and its affiliates, on a non-exclusive basis, to release, use or disclose anonymized, aggregated data derived from your use of the PPCS Service unless prohibited by law.

#### PPCS Service Content Disclaimer

MCKESSON (OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS) DISCLAIM ALL WARRANTIES WITH RESPECT TO INVENTORY INFORMATION, THIRD PARTY INFORMATION, OR ANY INFORMATION THAT MAY BE AVAILABLE VIA THE PPCS SERVICE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY PARTICULAR PURPOSE. WHILE MAKING ALL REASONABLE EFFORTS TO ENSURE ACCURACY, MCKESSON ASSUMES NO RESPONSIBILITY FOR ERRORS THAT MAY APPEAR IN THE MANUALS, ON-LINE HELP SCREENS, DATABASES OR PROGRAMS. CUSTOMER ACKNOWLEDGES THAT THE PPCS SERVICE IS NOT TO BE REGARDED OR RELIED UPON AS A SUBSTITUTE FOR THE SKILL, JUDGMENT, AND CARE OF THE PHARMACIST OR OTHER PROFESSIONAL IN THE ORDERING, DISPENSING, SHIPPING OR BILLING OF PHARMACEUTICAL PRODUCTS. CUSTOMER ACKNOWLEDGES THAT MCKESSON ALSO RELIES ON CERTAIN INFORMATION FROM THIRD PARTIES (e.g. drug codes), AND THEREFORE, MCKESSON CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH THIRD PARTY INFORMATION. MCKESSON SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE FOR ANY PRODUCT SHIPPED BY ANY PERSON OR ENTITY USING THE PPCS SERVICE FOR ANY PURPOSE, OR FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR DESCRIPTION WHATSOEVER FROM THE USE OF THE PPCS SERVICE. IT SHALL BE EXPRESSLY UNDERSTOOD THAT SUCH LIABILITY AND RESPONSIBILITY REST ENTIRELY UPON THE PHARMACIST OR OTHER PROFESSIONAL. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY CANCELLATION OR TERMINATION OF THE TERMS OR TERMINATION OF YOUR RIGHT TO USE THE PPCS SERVICE.

#### PPCS Service Deactivation due to Non-use

If you have not used the PPCS Service for a period of ninety (90) consecutive days, McKesson reserves the right to deactivate your access to the PPCS Service. To regain access, it will be necessary that you re-enroll for the PPCS Service at [my.mckesson.com](http://my.mckesson.com).

#### PPCS Service Eligibility

Eligibility requirements to use the PPCS Service include, but are not limited to, the following:

- Your primary drug wholesaler is McKesson Corporation.
- You use RelayHealth to transmit switch data.
- You are an independent pharmacy with five (5) locations or less.

All eligibility requirements shall be determined by McKesson in its sole discretion in accordance with its internal policies and procedures, which may be amended by McKesson from time to time.

#### PPCS Service Customer Support

McKesson will provide its usual and customary technical support of the PPCS Service to Customer. McKesson's support desk hours are 9am to 5pm Central Time, Monday through Friday. Support requests should be submitted to customersupport\_ISMC@mckesson.com or by phone at 1-855-458-4678.

### **Miscellaneous**

These Terms and Privacy Policy (as each may be revised and amended from time to time as contemplated by these Terms) constitute the entire agreement with respect to your access to and use of McKesson Connect and the Content. The formation, construction and interpretation of these Terms is governed by and will be construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law, and regardless of your location. Any dispute relating to these Terms will be subject to the exclusive jurisdiction of the state and federal courts in Irving, Texas, U.S.A., and you agree to waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions. You may not assign, transfer or sublicense any or all your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms, including any terms and conditions incorporated herein, constitutes your entire agreement with McKesson relating to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements or understandings between you and McKesson relating to such subject matter. McKesson will not be responsible for any failure to fulfill any obligation due to acts or causes beyond its control including but not limited to Acts of God, strikes, lockouts, communications line or equipment failures, power failures, failure of the Internet, earthquakes or other disasters.

BY ACCESSING AND USING MCKESSON CONNECT, OR MAKING ANY PURCHASE VIA MCKESSON CONNECT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

#### Terms of Use

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