

## **MCKESSON CUSTOMER CENTER TERMS AND CONDITIONS OF USE**

### **IMPORTANT – PLEASE READ CAREFULLY:**

Please read the following Terms and Conditions of Use (these “Terms”) carefully. McKesson and its affiliated entities (collectively, “we” or “us”), require that all Customer Center users comply with the following Terms. By accessing and using the Customer Center website and its ancillary tools (collectively, “the Site”), you agree to be bound by and comply with these Terms. Your use of the Customer Center is conditioned upon your acceptance without modification of the Terms contained herein.

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

BY USING THE CUSTOMER CENTER, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE CUSTOMER CENTER 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 the Customer Center 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 the Customer Center or will otherwise be provided to you. All such changes are effective immediately upon notice. Your use of the Customer Center following such notice constitutes your continuing agreement to be bound by the Terms as amended.

### **CHANGES TO THE CUSTOMER CENTER**

We expressly reserve the right to make any changes that we deem appropriate from time to time to the Customer Center 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 the Customer Center (all such materials and any compilation, collection or arrangement thereof, the "Content"). We may modify or remove any Content or otherwise cease making the Customer Center available at any time without notice. DISCONTINUATION OF USE OF THE CUSTOMER CENTER IS YOUR SOLE RIGHT AND REMEDY FOR ANY DISSATISFACTION WITH THE CUSTOMER CENTER OR ANY OF THE CONTENT.

### **ACCESSING THE CUSTOMER CENTER**

The Customer Center is offered exclusively to McKesson Distribution customers for legitimate business purposes. To access the Customer Center, you must have a McKesson customer account and a user ID and password for the Customer Center. 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 Customer Center account. Your access to the Customer Center is limited according

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

## **NO MINORS**

You represent and warrant that you are at least 18 years of age and possess the legal right and ability to agree to and use this site in accordance with these Terms.

## **RESTRICTIONS ON ACCESS**

You represent and agree that all information that you provide to us in connection with your access to and use of the Customer Center 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 the Customer Center, 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 the Customer Center 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 the Customer Center only for your personal use. Any other access to or use of the Customer Center or the Content constitutes a violation of these Terms and may violate applicable copyright, trademark or other laws. We make no representation that the Customer Center or the Content are appropriate or available for use in locations other than the United States. If you choose to access the Customer Center 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 the Customer Center 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 THE CUSTOMER CENTER**

Your use of the Customer Center 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 the Customer Center;
- Post, transmit or otherwise make available through or in connection with the Customer Center 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 the Customer Center or the servers or networks used to make the Customer Center available, including by hacking or defacing any portion of the Customer Center; 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) the Customer Center except as expressly authorized herein, without McKesson's express prior written consent;
- Post, transmit or otherwise make available through or in connection with the Customer Center 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 the Customer Center for any purpose that is fraudulent or otherwise tortious or unlawful;
- Reverse engineer, decompile, copy, or disassemble any aspect of the Customer Center, except where such restrictions is expressly prohibited by applicable Law;
- Systematically download and store the Customer Center content or use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather the Customer Center content, or reproduce or circumvent the navigational structure or presentation of the Customer Center, without McKesson's express prior written consent;
- Harvest or collect information about users of the Customer Center; or
- Remove any copyright, trademark or other proprietary rights notice from the Customer Center.

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

## **INFORMATION SUBMITTED THROUGH THE CUSTOMER CENTER**

Your submission of information through the Customer Center is governed by the Customer Center Privacy Policy. You represent and warrant that any information you provide in connection with the Customer Center, 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 the Customer Center or otherwise – for example, about how to improve or expand the Customer Center – 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 the Customer Center 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.

## **TERMINATION**

We may terminate your Customer Center account or terminate or suspend your access to and use of all or part of the Customer Center 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 the Customer Center will immediately cease, and McKesson may, without liability to you or any third party, immediately deactivate or delete your user ID password and the Customer Center 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 the Customer Center.

## **CONTACT**

If you have any questions regarding the Customer Center or these Terms, please see the "Connect with us" section accessible from the Customer Center Home Page ([mcs.mckesson.com](https://mcs.mckesson.com)), for information on how to contact us.

## **ELECTRONIC AND TELEPHONIC COMMUNICATION**

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 the Customer Center 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.

## **PRICES AND AVAILABILITY**

The prices and availability of products on this Site may change without notice to you at any time. Prices remain valid while they are listed and offered on this Site. The price of the items ordered will be the price posted on the Site as of the date and time of the order. Item availability may be limited, and items may not be available for immediate delivery. McKesson reserves the right, without liability or prior notice, to revise or cease to make available any or all items.

## **PURCHASE FOR OWN USE**

Sales are made with the express understanding and agreement that merchandise is being purchased for use only in the purchaser's medical practice and is not intended to be sold or transferred for further sale or resale by retailers, wholesalers or other parties.

## **STANDARD CREDIT AND PAYMENT TERMS**

"Due and payable" means that Customer will make payments due hereunder on such earlier date as required to provide McKesson with good funds in hand on the designated due date. Customer agrees to render all payments in full to McKesson on the applicable due date without making any deductions or adjustments to such payment obligation; or seeking to condition such remittance on any demand for or receipt of proofs of delivery. Any invoiced amount remaining unpaid after the due date will be "Past Due." If Customer fails to pay any or all of the invoiced amount when due or if Customer's credit or financial status erodes or otherwise renders McKesson insecure, McKesson may, in its sole discretion: (i) immediately suspend McKesson's performance or cancel all or any part of any order hereunder, (ii) change

any payment term to a payment term determined by McKesson (including imposing the requirement of cash payment upon delivery); (iii) pay any incentives, rebates, fees, or other discount arrangements net of any amounts due to Customer, and any unauthorized deductions and service charges and terminate and/or declare Customer ineligible for any incentives, rebates, fees, or other discount arrangements; (iv) declare immediately due and payable all other amounts invoiced by McKesson to Customer regardless of when such payments would otherwise be due from Customer, and/or (v) increase the prices for products and/or services. In the event Customer files or is involved in any bankruptcy, insolvency or similar case or proceeding, McKesson shall apply any amounts owed by McKesson to the Customer, first to any pre-bankruptcy, non- 11 U.S.C. § 503(b)(9) claims, and then to the 11 U.S.C. § 503(b)(9) claims. Customer agrees to pay all reasonable attorney fees and expenses or costs incurred by McKesson in enforcing its rights to collect amounts due from Customer or to enforce any obligation hereunder.

## **TAXES**

All amounts payable for purchases by Customer are exclusive of sales, use, value-added, gross receipts, and other transaction taxes ("Transaction Taxes"). Customer will promptly pay and indemnify McKesson against all such Transaction Taxes legally imposed upon and payable by Customer, unless Customer provides McKesson satisfactory evidence of a valid tax exemption within applicable statutory requirements. McKesson shall be fully responsible for and not entitled to any reimbursement for any taxes imposed upon McKesson net income, unemployment insurance or social insurance or pensions, maintained pursuant to any laws, ordinances, codes or regulations.

## **DISCREPANCIES**

McKesson will have no obligation to resolve and Customer will hold McKesson harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods if such claim is not made within the applicable period below. All requests for proof of delivery must be made in writing within sixty (60) days of McKesson's invoice date.

## **SHIPMENT DISCREPANCIES**

Any discrepancy between any order placed by Customer and McKesson's corresponding shipment(s) must be reported to McKesson in writing for resolution within ten (10) days of McKesson's invoice date.

## **PRICE OR PAYMENT DISCREPANCIES**

Any price or payment discrepancies or any claims for reimbursement must be reported to McKesson for resolution before the applicable invoice is due.

## **PRODUCT ORDER PLACEMENT**

If you have valid ordering permissions, you may place a product order with us through the Customer Center. 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 Customer Center users may be eligible for rebates and discounts that may result in the display of "net price" fields in the Customer Center 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.

## **FRAUD AND ABUSE LAWS**

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 the Customer Center 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 the Customer Center 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 the Customer Center 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 the Customer Center, 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 the Customer Center 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 the Customer Center 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 the Customer Center 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 the Customer Center 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 Customer Center 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 the Customer Center at any time. In addition, the availability of any Third-Party Materials through the Customer Center 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 the Customer Center 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 the Customer Center ("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 the Customer Center. 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 the Customer Center, you expressly agree that such use is at your sole risk. While we try to maintain the timeliness, integrity and security of the Customer Center, we do not guarantee that the Customer Center, or any content or data on the Customer Center, is or will remain updated, complete, correct or secure, current, relevant, reliable, or of any particular value or quality or that access to the Customer Center will be uninterrupted.

The use of the Customer Center by you is at your sole risk. ACCORDINGLY, THE CUSTOMER CENTER 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 THE CUSTOMER CENTER OR THE CONTENT, OR PRODUCTS OR SERVICES AVAILABLE ON THE CUSTOMER CENTER, OR THE TRANSMISSION OF INFORMATION TO OR FROM THE CUSTOMER CENTER 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 THE CUSTOMER CENTER IS TO STOP USING THE CUSTOMER CENTER.

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 the Customer Center must be commenced within one (1) year after the action or claim arises.

## **GOVERNMENT CONTRACTS**

Unless specifically notified and agreed to in writing by McKesson, we will not be bound by the terms and conditions of any government contracts to which Customer may be a party.

## **CONTROLLED SUBSTANCES AND OTHER REGULATIONS**

If performance of this Agreement would cause McKesson to be noncompliant with or in jeopardy of being noncompliant with any federal, state or local Law, rule, regulation or ordinance or any governmental requirement, guideline or pronouncement involving either controlled pharmaceutical drugs (“Controlled Substances”) or any other regulated products or activities, including but not limited to the Drug Enforcement Administration’s regulatory requirements for verifying its customers and reporting suspicious or excessive orders, McKesson may, in its sole and absolute discretion and, notwithstanding anything in this Agreement to the contrary, without any penalty or liability, do any of the following: (a) limit or deny any order for Controlled Substances or other regulated products as warranted by any established diversion monitoring program of McKesson and (b) immediately terminate this Agreement, in whole or in part, without liability if: (i) continued performance of any part of this Agreement would violate any federal, state or local Law, rule or regulation, or put McKesson in jeopardy of violating any federal, state or local Law, rule or regulation regarding either Controlled Substances or any other regulated products or activities; or (ii) McKesson receives a complaint, notice, warning letter or other communication from a governmental agency alleging noncompliance with any Laws, rules or regulations in relation to McKesson’s distribution of any Product (including without limitation Controlled Substances) under this Agreement or to Customer’s actions or omissions with respect to either Controlled Substances or any other regulated products or activities.

## **NO MEDICAL ADVICE**

CAREFULLY READ ALL MANUFACTURER PACKAGING, INSTRUCTIONS, AND OTHER INFORMATION PROVIDED BY THE MANUFACTURER BEFORE USING PRODUCTS PURCHASED ON THE CUSTOMER CENTER. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD SEEK APPROPRIATE EMERGENCY MEDICAL ASSISTANCE OR CALL 911 IMMEDIATELY. McKesson does not provide instruction on the appropriate use of the products supplied through this Site. The Site and the resources contained on the Site are not intended as, and should not be taken as, the delivery of medical, nursing, legal, or any other type of professional advice.

The information provided on or through this Site is for informational purposes only and does not constitute medical advice for you or any other person. **Information provided on website DOES NOT create a doctor-patient relationship between you and any physician affiliated with The US Oncology Network.** McKesson does not make any warranty or representation regarding the accuracy or completeness of any such information. Consult with your medical provider about your health care questions and do not rely on this or any other web site to make medical decisions. Never delay seeking medical advice or disregard any medical advice you have received from your provider because of anything you read on the Site.

## **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 the Customer Center; (b) your access to and use of the Content, the Customer Center, and other materials, products, and services available on or through the Customer Center 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.

## **WAIVER OF JURY TRIAL**

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

## **FORCE MAJEURE**

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.

## **MISCELLANEOUS**

These Terms (as 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 the Customer Center and the Content. The formation, construction and interpretation of these Terms is governed by and will be construed in accordance with the laws of Delaware, 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 the state of Delaware, 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.

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