

Terms of Use for McKesson Business Analytics Tool

Introduction

These Terms of Use apply to all users of McKesson Medical-Surgical Business Analytics tool (“**MBA**”). McKesson Medical-Surgical and its commonly owned affiliates and any other entity providing or granting use of or access to any data, information services, software, or products in any way relating to MBA (“**McKesson Medical-Surgical**” “**we**” or “**us**”), provides access to and use of certain internal McKesson Medical-Surgical systems to you its customer via MBA, which displays certain data, including, without limitation, customer and item data. **Your use of MBA is governed by and conditioned upon your acceptance without modification of the terms, conditions and notices contained in these Terms of Use, and by using MBA you are accepting and agreeing to these Terms of Use.** By using MBA, you (i) represent that you have actual authority to accept these Terms of Use on behalf of yourself and your business or your employer and (ii) you intend your use, and therefore acceptance of these Terms of Use, on behalf of yourself and your business / your employer, to have the same legal effect as your handwritten signature and to receive notices related to your use of MBA electronically. You are encouraged to print a copy of these Terms of Use for your records. We reserve the right to change these Terms of Use at any time, in our sole discretion, by posting notice of the change on this site. We may require you to acknowledge and accept the changes, but your continued use of MBA after notice of changes is posted will constitute your acceptance and agreement.

Account Use

You agree you are solely responsible for the confidentiality and security of your customer account credentials and responsible for any action taken by anyone using your credentials. Your customer account may not be transferred to, shared with, or used by or on behalf of any other person or business. You, and your business / employer agree to terminate immediately the access credentials of any employee or user no longer associated with your business / employer. You agree that you will provide us with accurate customer account information (such as the correct customer account holder’s name and a valid e-mail address at which we can easily reach you). We may update your customer account information if it becomes outdated. We may terminate your customer account or suspend your access to all or part of MBA, without notice, if we are unable to verify or authenticate

the information you provide to us, if we believe your account has been used by anyone other than you, is otherwise compromised, or we identify any use of your account that is inconsistent with these Terms of Use. You agree to notify us as soon as you become aware that your customer account may have or has been used without proper authorization.

By providing to us your email address and/or facsimile number during the registration process, you have agreed that we have an existing business relationship, and we may communicate with you via telephone, email, facsimile, text message, and other means for purposes relating to your customer account, any product orders you place, marketing to you additional products or services offered by us or third parties, or to facilitate any other services we provide to you.

User Responsibilities

Your use of MBA is subject to all applicable local, state, national and international laws and regulations. You agree not to violate such laws and regulations. In addition, you agree that (i) you will not interfere with another customer's use and enjoyment of MBA; (ii) you will not interfere with or disrupt McKesson Medical-Surgical's security measures; (iii) you will not interfere with or disrupt networks connected to MBA and will comply with all regulations, policies and procedures of such networks; and (iv) you will comply with United States law regarding the transmission of technical data exported from the United States.

You also agree at your sole cost and expense to defend, indemnify and hold McKesson Medical-Surgical, as well as its parents, subsidiaries, affiliates, officers, shareholders, employees and independent contractors, harmless from and against any and all damages, liabilities, costs and expenses including reasonable attorneys' fees arising from any third party claims, due to or arising out of your use of MBA, your violation of these Terms of Use, or your violation of the rights of any third party.

We may terminate your McKesson Medical-Surgical customer account or suspend your access to all or part of MBA, without notice, if you violate these Terms of Use or if you engage in any conduct that we, in our sole discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to the interests of McKesson Medical-Surgical, any other McKesson Medical-Surgical customer or any third party. If your account is terminated, we may, but are not required to, remove some or all of your content from our servers.

Data Protection Clauses

- **Data Collection:** McKesson collects and processes personal data in accordance with its Privacy Policies and applicable local, state, national and international laws and regulations.
- **Data Use:** Any collected data will be used solely for purposes related to the functioning of the McKesson Business Analytics Tool.
- **Data Security:** McKesson implements robust security measures to protect personal data against unauthorized access, alteration, disclosure, or destruction.
- **Data Sharing:** McKesson will not share personal data with third parties without the user's explicit consent, except as required by law.

Intellectual Property

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Confidentiality

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internal business purposes. 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 Medical-Surgical. Confidential Information will not include information that: (a) is now, or hereafter becomes, through no act or failure to act by you, generally known or available to the public; (b) was acquired by you before receiving such information from McKesson Medical-Surgical and without restriction as to use or disclosure; (c) is hereafter rightfully furnished to you by a third party without restriction as to use or disclosure; or (d) is disclosed with the prior written consent of McKesson Medical-Surgical. You recognize and agree that nothing contained in these Terms of Use will be construed as granting any rights to you, by license or otherwise, to any Confidential Information except as expressly described in these Terms of Use. You acknowledge that all Confidential Information is owned solely by McKesson Medical-Surgical (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 Medical-Surgical will have the right to obtain an immediate injunction enjoining any breach of these Terms of Use, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. The obligations of non disclosure, non-use and confidentiality described in these Terms of Use will remain in effect for three (3) years from the date of the last disclosure of Confidential Information, at which time such will terminate.

Limitation of Liability

By using MBA, you expressly agree that such use is at your sole risk. McKesson Medical-Surgical does not guarantee that your use of MBA will be uninterrupted or error-free. We are not responsible for claims brought by third parties arising from your use of MBA.

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Miscellaneous

MBA is created, controlled and operated by McKesson Medical-Surgical and its affiliates in the Commonwealth of Virginia, USA and the location of the applicable affiliate. If you choose to access it from another location, you are responsible for complying with local laws, if and to the extent that local laws apply. McKesson Medical-Surgical is located at 9954 Mayland Dr, Suite 4000, Richmond, VA 23233 and can be reached by telephone at (800) 347-2456.

The formation, construction and interpretation of these Terms of Use will be controlled by the laws of the Commonwealth of Virginia, giving no effect to choice of law provisions. The

U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of these Terms of Use. The Uniform Computer Transaction Act (“UCITA”) as adopted in some States in the United States of America will not apply to these Terms of Use. Any dispute relating to these Terms of Use will be subject to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Virginia.

If any provision of these Terms of Use is held to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions.

Contact Information

If you have any questions regarding these terms of use, please contact McKesson at MBA@McKesson.com or 800-422-0280.

Thank you for using the McKesson Business Analytics Tool.