

CAREBRIDGE EXHIBIT TO CONTRACT SUPPLEMENT

General CareBridge Terms & Conditions For customers with McKesson Master Agreement

Revised 10/19/2007 © McKesson Technologies Inc.

McKesson will provide CareBridge services to Customer (the "**CareBridge Services**") in accordance with the following terms and conditions.

1. CareBridge Services. The CareBridge Services to be provided by McKesson will be described in one or more supplements to this Exhibit (each a "**Supplement**"). Each Supplement will specify the (i) CareBridge Services to be provided, (ii) any computer hardware and software to be provided by McKesson for use in receiving the CareBridge Services (the "**CareBridge Equipment**"), and (iii) other terms and conditions. Any future Supplement(s) will be executed by both McKesson and Customer and will be attached to and made a part of this Exhibit, such that all terms and conditions set forth herein shall apply to each such Supplement. In the event of a conflict between this Exhibit and a particular Supplement, the terms of the Supplement shall govern. Any charges payable on a monthly basis (as noted in the applicable Supplement) shall commence on the earlier of (i) the date the CareBridge Services are available for use by Customer or (ii) in the case of delays caused by Customer, the date the CareBridge Services would have been available for use by Customer. In the event that Services are provided prior to execution of a Supplement, Customer agrees to pay McKesson for such Services at the then-current rate. Customer will not resell the CareBridge Services without McKesson's prior written consent, which will not be unreasonably withheld. McKesson may publish a directory of customers using CareBridge Services in order to promote customer-to-customer connectivity, and Customer hereby consents to the inclusion of Customer's name in any such directory.
2. Term. This Exhibit shall be effective as of the Contract Supplement Effective Date and shall continue until the earlier of (i) termination by either party pursuant to Section 3 or (ii) the expiration or termination of all Supplements to this Exhibit. The initial term of each Supplement shall be for twelve (12) months (unless otherwise stated in a particular Supplement), commencing on the effective date of the applicable Supplement (the "**Initial Term**" for each Supplement). Following the expiration of the Initial Term for a Supplement, and subject to Customer's payment of all applicable fees, the term of such Supplement shall continue for successive, automatically renewable one (1) month periods ("**Renewal Terms**").
3. Termination. Customer may terminate any Supplement after its Initial Term by written notice delivered to McKesson not less than sixty (60) days prior to the effective date of termination. In the event that McKesson does not provide the CareBridge Services in a manner and quality reasonably comparable to other providers of such services, Customer shall notify McKesson, and if McKesson fails to remedy the service problems identified in such notice within fifteen (15) days then Customer may immediately terminate any affected Supplements upon delivery of written notice to McKesson. McKesson reserves the right to (i) suspend provision of the CareBridge Services for nonpayment of sums owed to McKesson which are undisputed and sixty (60) days or more past due; and (ii) after the first twelve (12) months of any Supplement, discontinue the CareBridge Services set forth in that Supplement by written notice delivered to Customer not less than ninety (90) days prior to the date of termination.
4. Responsibilities of McKesson. McKesson will perform the following tasks:
 - (a) provide the CareBridge Services as described in this Exhibit and any Supplements; and
 - (b) use diligent efforts to grant access to Customer's network only to those third parties authorized by Customer in writing.

5. Responsibilities of Customer. Customer will perform the following tasks:

- (a) provide McKesson with information about, and access to, Customer's operating environment as may reasonably be requested by McKesson from time to time in order to enable McKesson to provide the CareBridge Services;
- (b) install, configure, and maintain the operating environment specified on any Supplement and any third party products or services necessary to utilize the CareBridge Services;
- (c) monitor and control the use by authorized business partners of Customer's data as well as Customer's use of business partner's data;
- (d) designate a representative of Customer to be the technical contact for McKesson in connection with delivery of the CareBridge Services; and
- (e) abide by the CareBridge Acceptable Use Policy set forth at www.carebridge.net/aup.

6. Equipment & Software.

6.1. Any CareBridge Equipment installed at Customer's designated site shall be for the sole use of McKesson. The CareBridge Equipment shall at all times remain the property of McKesson (or its supplier) and shall not be deemed a fixture for any purpose whatsoever. No right, title, or interest in or to the CareBridge Equipment shall be conveyed to Customer as a result of this Exhibit or any Supplement. Customer shall not alter the CareBridge Equipment in any manner, move the CareBridge Equipment to any other location, or transfer the CareBridge Equipment to any third party, without the prior written approval of McKesson. Customer shall keep the CareBridge Equipment free from all liens, charges, or encumbrances. Customer agrees to affix and keep in a prominent place on the CareBridge Equipment any marking or label required by McKesson.

6.2. The cost of any alterations to Customer's designated site which may be required in order to accommodate the installation of the CareBridge Equipment shall be borne by Customer.

6.3. Customer shall be responsible for loss or damage to the CareBridge Equipment caused by any negligent act of Customer's employees and/or agents. Customer shall provide McKesson with all assistance reasonably necessary to permit McKesson to perform inspection, installation, and preparation for return and/or maintenance of the CareBridge Equipment as required pursuant to this Exhibit or any Supplement. Customer shall use reasonable efforts, at no cost to McKesson, to protect the CareBridge Equipment from theft, loss, damage, or misuse. Immediately following termination of this Contract Supplement or the applicable Supplement, Customer shall return the CareBridge Equipment to McKesson or permit McKesson or its designee to remove the CareBridge Equipment.

6.4. Customer agrees not to contest the enforceability of any "click-wrap" license agreement provided with any CareBridge Equipment or software or through which any CareBridge Equipment or software is ordered.

7. Limitation of Liability. MCKESSON'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO MCKESSON FOR THE CAREBRIDGE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. Customer acknowledges that the foregoing limitations of liability represent bargained for allocations of risk, and that McKesson's fees, charges, and costs hereunder represent the allocations of such risk. This Section shall survive termination or expiration of this Exhibit or any Supplement.

8. Scope. Unless expressly stated otherwise in writing between the parties, the provisions of this Exhibit shall govern all CareBridge software, services, and/or equipment provided by McKesson to Customer during the term of this Exhibit whether or not provided expressly pursuant this Exhibit. McKesson may update any Supplement to this Exhibit upon ninety (90) days written notice to Customer. McKesson may also update the terms of any CareBridge Services by updating its standard "Service Descriptions," which McKesson shall publish on its website www.carebridge.net.