

## **SUPPLEMENT TO CAREBRIDGE EXHIBIT**

### **Service Description for Secure Email Service**

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This Supplement will be strictly governed by the CareBridge Exhibit between McKesson and Customer.

#### **1. Service**

McKesson provides Customers utilizing the CareBridge Email Gateway Service (“EGS”) with an additional service that performs Transport Layer or Content encryption of selected client email sent to Internet destinations.

#### **2. Customer Responsibilities**

2.1 Customer will provide McKesson with an initial count of unique Email accounts that could send encrypted Email via the Secure E-mail Service. CareBridge will work with the client to make this initial determination. Initial pricing will be based on this number of senders.

2.2 Customer will educate their Email senders concerning how to send encrypted email and when email will be encrypted.

2.3 Customer will educate any recipients of encrypted email with respect to general usage and the decryption process.

2.4 In order to insure satisfactory problem resolution, customer’s technical staff is responsible for notifying the McKesson CareBridge support group within five (5) days of any malfunction in the Secure Email process.

#### **3 McKesson Responsibilities**

3.1 McKesson will configure and maintain the Secure Email servers with the appropriate definitions to support mutually agreed upon specifications of various encryption selection parameters.

3.2 McKesson will supply downloadable end-user training concerning sending and receipt of Secure Email.

3.3 McKesson CareBridge support group will explain the proper operation of Secure Email services with designated Customer technical staff and provide technical support as requested.

#### **4. Miscellaneous**

4.1 McKesson is not responsible for email transport or delivery problems outside of the EGS service. However, McKesson will attempt to assist Customer in problem determination of these cases.

#### **5 DISCLAIMER**

5.1 The portion of Secure Email which makes encryption decisions based on sensitive (i.e. HIPAA) content within outbound email (Content Detection) depends on software algorithms and dictionaries. Customer acknowledges and agrees that no Content Detection mechanism is completely accurate and, therefore, there may be false-positives (encryption of Email that does

not contain PHI), and false-negatives (non-encryption of Email which does contain PHI) and should be considered a normal part of the service. McKesson CareBridge technical support will work with customer if “false” determinations are causing problems.

5.2 MCKESSON SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO ANY EMAILS WHICH THE CLIENT INTENDED TO ENCRYPT BUT WERE NOT ENCRYPTED BY MCKESSON. LIKEWISE, MCKESSON SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO ANY EMAILS WHICH THE CLIENT HAD NO INTENT TO ENCRYPT BUT WERE ENCRYPTED BY MCKESSON.

5.3 MCKESSON SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE AVAILABILITY OR OPERATION OF THE CISCO® REGISTERED ENVELOPE SERVICE™.

## 6 **LIABILITY LIMITATION**

6.1 Third Party Software. CISCO® AND ITS SUPPLIERS PROVIDE THE SECURE EMAIL SYSTEM WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SECURE EMAIL SYSTEM (REGARDLESS OF HOW ARISING, WHETHER UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR STRICT LIABILITY), INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7 **PRICING**

7.1 A “sender” is defined as each unique envelope “From” email address in the client domain which sends at least one “content-encrypted” secure email within a particular month. TLS-encrypted email is not subject to billing under this exhibit.

7.2 Pricing is based on the total number of Secure Email senders from a client domain and will be billed according to the following pricing table:  
0 to 50 senders - \$200/month  
51 to 100 senders - \$300/month  
101 to 300 senders - \$400/month  
Greater than 300 senders - \$450/month

7.3 To determine initial pricing, CareBridge will work with customer to assess the number of unique Secure E-mail senders from the client domain. Initial pricing will be based on this number of Secure E-mail users. Every six (6) months thereafter CareBridge will adjust billing for this service, according to the pricing table in section 7.1, based on an average of the actual number of unique Secure E-mail senders for the prior two months.

7.4 Initial contract term for Secure E-mail service shall be six (6) months.