

1. AGREEMENT. These Purchase Order terms and conditions ("Terms" "PO" or "Agreement"), apply to supplier listed in the below signature block ("Supplier") and McKesson Corporation and its affiliates ("McKesson"), and govern and control the procurement of goods, software, software as a service, subscription, and/or professional or consulting services (respectively, "Goods" and "Services") by McKesson. If applicable, Supplier's proposed terms are not a rejection of the offer in the PO but are instead a material alteration, and the PO is accepted by Supplier without such proposed terms. If the PO is deemed an acceptance of a prior offer by Supplier, such acceptance is expressly governed by the Terms. The "Effective Date" of the Terms is the earlier of Supplier's acknowledgement of the PO or Supplier's shipment of Goods/Services. McKesson may alter or reschedule any delivery or cancel this PO in full or in part, at any time and for any reason, without penalty or other fees. The PO is the parties' entire agreement regarding the Goods and Services; these Terms supersede and replace any prior communications, negotiations, documents and agreements, whether oral or written, between the Parties relating to the subject matter of this PO. Notwithstanding the foregoing: (i) the terms of any written agreement duly executed by McKesson and Supplier for the same or similar Goods or Services ("Stand Alone") will govern and control over the terms of this PO; and (ii) any service levels, documentation, terms of use, and additional warranties provided by Supplier to its customers generally shall apply to the Goods and Services in the absence of a Stand Alone, and solely to the extent such do not conflict with these Terms. THIS PO AND MCKESSON'S PAYMENT OBLIGATIONS ARE EACH EXPRESSLY CONDITIONED ON SUPPLIER'S ACCEPTANCE OF ALL THE TERMS. MCKESSON EXPRESSLY OBJECTS TO ANY ADDITIONS, DELETIONS OR DIFFERENCES IN THE TERMS OR CONDITIONS CONTAINED IN SUPPLIER'S QUOTATION, PROPOSAL, ACKNOWLEDGMENT, INVOICE, ANY ONLINE TERMS OR CLICK-WRAP TERMS, TERMS OF USE, OR OTHER DOCUMENT, OR TERMS PROVIDED WITH DELIVERY OF ANY GOODS OR SERVICES UNDER THIS PO, AND/OR ANY ATTEMPT BY SUPPLIER TO ALTER OR AMEND THIS PO OR THE TERMS, REGARDLESS OF WHETHER SUCH ADDITIONS, DELETIONS OR DIFFERENCES MATERIALLY ALTER THIS PO OR THE TERMS ("CHANGES"), AND MCKESSON HEREBY REJECTS SUCH CHANGES, ANY OF WHICH ARE NOT BINDING ON MCKESSON.

2. INVOICE; PAYMENT. The fees on the PO are full and complete consideration for the Goods/Services. Supplier invoices must: (i) be accurate; (ii) reference the PO number; (iii) detail all fees due; and (iv) include applicable sales tax, if any ("Detailed Invoice"). McKesson shall not be obligated to pay any invoice which is not a Detailed Invoice, and Supplier shall resubmit any invoice which is not a Detailed Invoice within 15 days. McKesson will pay all undisputed amounts within sixty (60) days of receipt of a Detailed Invoice(s). McKesson will identify any amounts McKesson disputes in good faith promptly following receipt of a Detailed Invoice, and the Parties will work in good faith to resolve any such dispute. Supplier shall continue to provide the Goods/Services during the pendency of any such dispute. McKesson shall not be obligated to pay any Detailed Invoice submitted more than 179 days after the Fees become due and payable. Supplier will submit invoices and receive payment from McKesson's designated vendor management and invoicing and remittance provider(s) ("VMS"), as may be changed by McKesson at any time. Supplier may be required to sign a separate agreement with the VMS provider(s) for access and use of the VMS. The content, review and negotiation of any such agreement is solely between Supplier and the VMS, and is the responsibility of Supplier and not McKesson. McKesson may apply any credits or other amounts due to it from Supplier as an offset against any invoice due and payable. Any credits due to McKesson from Supplier that are not so applied against Supplier's invoice for any reason shall be paid to McKesson by Supplier within thirty (30) days: (i) after Supplier's receipt of McKesson's written request for such payment (which request may be made via email); or (ii) of expiration or termination of the applicable Order.

3. SHIPMENT; DELIVERY; INSPECTION. If Supplier must ship Goods by a method more expensive than that stated on the PO to comply with the required delivery date, Supplier will pay any increased transportation costs, unless pre-approved in writing by McKesson. Supplier will package Goods in containers that permit safe transportation and handling and will ship via a reputable carrier. Containers must be labeled and marked, including PO number, to identify contents without opening and must contain packing sheets listing contents. Upon request, Supplier will promptly provide a statement of origin for all Goods and/or United States Customs Documentation for Goods wholly or partially manufactured outside the USA. Delivery terms are FOB destination to the Ship To address on the PO. Title and risk of loss of the Goods will pass

to McKesson upon McKesson's acceptance at point of delivery to destination. Notwithstanding any prior payment or acknowledgement of receipt or condition at time of delivery, all Goods/Services are subject to inspection, testing and acceptance in McKesson's sole discretion within a reasonable time. McKesson shall not be obligated to pay for any Goods/Services that do not meet its reasonable business needs and the Supplier's published documentation, and McKesson shall be entitled to a refund for any pre-payment for any rejected Goods/Services. TIME IS OF THE ESSENCE. If Goods are not delivered or Services not provided by the date stated on the PO, McKesson may reject Goods/Services already delivered and terminate the PO as to Goods not yet shipped or Services not yet rendered, without liability. If Goods utilizing McKesson's name, service marks, or trademarks ("Marks") are rejected, returned or not purchased by McKesson, Supplier will remove all Marks from such Goods at no cost to McKesson prior to any sale, use or disposition.

4. SERVICES. Supplier shall provide Services as described in a statement of work or order, executed by McKesson and Supplier. Supplier shall be responsible for ensuring that background investigations are conducted on all Supplier personnel who perform Services on McKesson premises. To the extent permitted by applicable law, such investigations shall include a verification of the individual's identity, a criminal background check, a motor vehicle records check, and a drug screen. Supplier shall not knowingly permit any personnel to have access to the premises, records or data of McKesson when such personnel has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with (i) a dishonest act or a breach of trust or (ii) a felony.

5. WARRANTIES. These warranties are not exclusive and apply to McKesson and its affiliates, successors, assignees, and to its customers and users of the Goods/Services. Supplier warrants that, as applicable to Goods, Services and Work Product: all Services will be completed in a timely, competent and professional manner, with the degree of skill and care required by current professional procedures and industry best practices; the provision of Goods, Services and Work Product, and McKesson's use thereof, do not infringe the intellectual property rights of any third party; the Goods and the Work Product do not contain any Harmful Code; the Supplier has the right to grant any licenses granted in these Terms; Supplier has no knowledge of any third party claim that the provision of Goods, Services or Work Product infringes on any third party's intellectual property rights; unless otherwise stated on the first page of the PO, all Goods are new and not used or refurbished; all Goods are free from defects in materials and workmanship, merchantable, fit for any purpose disclosed by McKesson to Supplier; Goods, Services and Work Product are free and clear of liens and encumbrances; Goods are not adulterated or misbranded (as defined in U.S. Food, Drug and Cosmetics Act); Goods, Services and Work Product and produced, sold, and delivered in compliance with all applicable laws and governmental orders, rules, and regulations; Goods, Services and Work Product will conform to all applicable Specifications for a period of 15 months after date of acceptance by McKesson or the period provided in Supplier's standard warranty, whichever is longer; replacement and repaired Goods will be warranted for the remainder of the warranty period or 6 months, whichever is longer. Supplier will extend all warranties and indemnities Supplier receives from its vendors to McKesson and to McKesson's customers. Where applicable, for 5 years after delivery date of Goods, Supplier will make spare parts available to McKesson at Supplier's then-current price (less applicable discounts). If Goods include hazardous materials, Supplier warrants that it understands and is responsible for the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials. "Specifications" means the specifications, functionality, requirements, or performance characteristics (including service levels) of the Goods or Services, as described in the Supplier's standard documentation, or in the PO, or as reasonably expected by McKesson.

6. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION. "Work Product" means all designs, deliverables, ideas, inventions, creations, works, data, devices, masks, models, work-in-progress, deliverables, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Supplier alone or with others which result from or relate to the Services performed under the PO. Standard Goods manufactured by Supplier without having been designed, customized or modified for McKesson do not constitute Work Product. All Work Product is "work made for hire" and

Supplier agrees that McKesson is and shall be vested with all right, title, and interest, now known or which may hereafter be recognized or come into existence, in and to all Work Product and all intellectual property rights. Supplier hereby irrevocably assigns to McKesson all of Supplier's worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. To the extent that Supplier incorporated or incorporates any of Supplier's pre-existing technology or know-how into any Work Product ("Background IP"), Supplier hereby grants to McKesson a non-exclusive, perpetual, worldwide, royalty-free, transferable and sublicensable right and license to use such Background IP in connection with McKesson's use, modification, distribution, and other exploitation of the Work Product. At McKesson's request, Supplier agrees to perform and shall require its employees or subcontractors, if any, to perform, any acts to transfer, perfect and defend McKesson's ownership of the Work Product. For any software applications or databases delivered to or made accessible to McKesson by Supplier, Supplier grants to McKesson a worldwide, non-exclusive, irrevocable, transferable, fully-paid license to use and to make backup copies of such software (including any subsequent revisions, upgrades and enhancements thereto provided by Supplier) and related documentation. The PO and any information or data furnished by McKesson to Supplier in any form, including information of McKesson or its suppliers, distributors or customers, is McKesson confidential information ("Confidential Information"). Supplier will keep confidential and will not disclose or use any Confidential Information for any purpose other than providing Goods or Services pursuant to this PO. The obligations of confidentiality under this section shall: (A) with regard to any trade secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (B) with regard to the Confidential Information, remain in effect during the term of the PO and for three (3) years thereafter. In event of PO termination or anytime upon McKesson's request, Supplier will promptly deliver all Confidential Information and Work Product per McKesson's instructions.

7. INDEMNITY; LIMIT ON LIABILITY; INSURANCE. a. Supplier will indemnify, hold harmless, and defend McKesson and its affiliates, and their officers, directors, employees, successors, assigns, agents, distributors, suppliers and customers ("Indemnified Parties"), against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, government fines and/or penalties, relating in any way to Goods/Services ("Claims"), including without limitation Claims relating to (i) sickness or death of or bodily injury to any person, destruction or damage to real or personal property, or contamination of the environment and any associated clean-up costs; (ii) obvious, apparent or latent defects in the Goods/Services; (iii) Supplier failing to satisfy IRS guidelines for an independent contractor; (iv) any act or omission of Supplier, its affiliates, employees, agents or subcontractors; (v) breach by Supplier of its warranties; (vi) allegations by a third party that Goods/Work Product/Services, the results of Services, or any other Goods or processes provided under this PO (whether provided alone or in combination with other Goods, Services, software or processes), or the use thereof by McKesson or any Indemnified Party, infringe any intellectual property right or other right of a third party; and (vii) introduction of Harmful Code into McKesson's Systems, or into the Goods or Services, whether by the acts or omissions of Supplier or by any third party. Supplier will not settle any such suit or claim without McKesson's prior written approval. Supplier will reimburse all costs incurred by McKesson in enforcing this indemnity, including attorneys' fees. Should Indemnified Parties' use of any Goods/Services purchased from Supplier be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Supplier will, at Supplier's sole cost and expense either (a) substitute fully equivalent non-infringing Goods/Services; (b) modify Goods/Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for all Indemnified Parties the right to continue using the Goods/Services; or (d) if none of the foregoing is possible, provide to McKesson a pro-rated refund all amounts paid for the infringing Goods/Services. IN NO EVENT SHALL MCKESSON OR ITS AFFILIATES BE LIABLE TO SUPPLIER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) RELATED TO THE PO, WHETHER OR NOT MCKESSON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MCKESSON'S AND ITS AFFILIATES TOTAL LIABILITY FOR DAMAGES, WHETHER BASED ON CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL NOT EXCEED THE PO PRICE ALLOCABLE TO THE GOODS/SERVICES GIVING RISE TO THE CLAIM. Supplier will maintain adequate insurance as required by law and per common practice in Supplier's industry sufficient to cover reasonably anticipated risks of loss in connection with the provision of Goods or Services.

"Harmful Code" means any software, or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or data stored or processed therein, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (b) prevent McKesson or any authorized user from accessing or using the Services as intended by this PO, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code, any time bomb or drop dead device, and any copyleft open source code.

8. If applicable to Supplier, Supplier represents by execution of this PO that its representations of its size and socioeconomic status made in the System for Award Management ("SAM"), available at [www.sam.gov](http://www.sam.gov), and/or written representations ("self-certification") provided to McKesson are current, accurate, and complete as of the Effective Date of this PO.

9. GENERAL. Supplier is an independent contractor without express or implied authority to bind McKesson. Supplier acknowledges that: (a) Supplier and all Supplier personnel are performing the Services as an independent contractor(s), (b) Supplier is fully responsible for Supplier's own federal, state and local taxes, including, but not limited to, FICA payments, and (c) as an independent contractor, Supplier and all Supplier personnel are not eligible to participate in any employee benefit program offered by McKesson to its employees or agents. Supplier further acknowledges that Supplier and all Supplier personnel are not covered under McKesson's worker's compensation insurance or state unemployment insurance coverages. Supplier may not assign or subcontract the PO in full or in part without McKesson's prior written approval and in the event of any attempt to do so, McKesson may, at its sole option and discretion, terminate the PO and Supplier shall issue a pro rata refund of fees within ten business days. McKesson may assign, in whole or in part, this PO, upon notice to Supplier. McKesson may allow business units and affiliates who are divested to continue to use the Goods and Services hereunder for the 12 month period following divestiture. If any provision of the Terms is deemed invalid, illegal or unenforceable, the remaining provisions will not be affected or impaired. No waiver by McKesson of a breach of the Terms will constitute waiver of any other or future breach. Any rights and obligations which by their nature extend beyond termination of the PO will survive. Supplier will comply with all federal, state and local laws in the performance of the PO, including all obligations regarding equal opportunity, affirmative action, HIPAA business associates, and small business plan requirements. If Supplier is a large business (per 13 CFR 121) required (i) to give small and diverse businesses (per 48 CFR 52.219-8) maximum practicable opportunity to participate in the PO as subcontractors and (ii) to maintain a subcontracting program (per 48 CFR 52.219-9), then Supplier agrees to submit to McKesson periodic reports of Supplier's subcontracting efforts (incl. copies of U.S. government reporting forms if Supplier is a U.S. government contractor) and to participate in periodic reviews of such subcontracting performance as McKesson requests. The PO is governed by and construed in accordance with the laws of the State of Delaware, excluding conflicts of laws (UN Convention on Contracts for International Sale of Goods does not apply). Except for the PO (which may be sent by E-mail or by electronic payment system), all notices will be in writing, sent to Supplier's address set forth on a statement of work or order, and to McKesson's address listed below by nationally recognized overnight courier, or delivered by hand, and shall be deemed given upon receipt.

To McKesson:

McKesson Corporation  
6555 North State Highway 161  
Irving, TX 75039  
Attn: General Counsel

With a copy to:  
McKesson Corporation  
McKesson Sourcing & Procurement  
1110 Sanctuary Parkway  
Alpharetta, GA 30009  
Attn: Vice President

END OF MCKESSON PO TERMS