RelayHealth Legal Notices

RELAYHEALTH SUBSCRIBER (PATIENT) TERMS OF USE - AUGUST 2010

Welcome to the RelayHealth website. RelayHealth, a division of McKesson Technologies Inc. ("RelayHealth") provides a web site and internet-based services offering a secure, private channel for healthcare consultation communications with your physician, personal medical information storage, on-line healthcare information, patient education, and related products, services and content (collectively the "RelayHealth Services").

1. Terms of Use. The RelayHealth Services are offered to you under, and you agree to be bound by, the terms and conditions of this Terms of Use. The RelayHealth Services are only available to users that have an existing patient-healthcare provider relationship with a physician or other healthcare provider that is a subscriber to the RelayHealth Services ("Provider"). We will notify your Provider that you have agreed to these Terms of Use. We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the top of this document.

Please read this Agreement carefully. It is a legally binding contract. By clicking "I Agree" below and accessing or using the RelayHealth Services, you agree to be bound by the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you are not authorized to access or use the RelayHealth Services and/or any of its components.

For purposes of this Terms of Use, the term "RelayHealth Payor" shall mean a healthcare insurer or other entity that reimburses Providers for webVisits provided in accordance with the RelayHealth Payor's criteria.

2. Use of Services.

NOT FOR EMERGENCIES. The RelayHealth Services are not for use for medical emergencies or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

Cost. RelayHealth does not charge you for your use of the RelayHealth Services. However, your Provider may charge you for webVisits as discussed below and may also charge you for other RelayHealth Services.

webVisits. Your Provider may provide a webVisit in which you answer clinically-derived questions based upon your general symptoms and/or conditions for assessment by your Provider. Your Provider may charge a fee and/or copayment charge for answering a webVisit submitted by you. You are solely and personally responsible for these fees and/or copayment charges and agree that RelayHealth may charge your credit card for such amounts. Generally, these fees and/or copayments are not covered by health insurance or government programs and RelayHealth is not responsible for determining the coverage status of any services provided. Certain entities may cover some of the cost of a webVisit. Provided that such entities have entered into agreements with RelayHealth and based on the information received from you and any such entity, RelayHealth will advise you of applicable coverage. You are responsible for providing all insurance information and for any charges resulting from the failure to provide appropriate, timely and complete information.

Medical Disclaimers. RelayHealth and RelayHealth Payors make no warranty as to the content of any treatment response. You and your Provider are solely responsible for all information and/or communication sent during a webVisit or other communication. Nothing contained in these services or Terms of Use should be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by RelayHealth or any RelayHealth Payor. Your Provider is not an employee or agent of any RelayHealth Payor, and is an independent contractor making independent health care treatment decisions. RelayHealth Payors do not make any treatment decisions. RelayHealth and RelayHealth Payors do not guarantee that a webVisit is the appropriate course of treatment for your particular health care problem. You agree to contact your Provider immediately should your condition change or your symptoms worsen. Even if you have granted your Provider access to your RelayHealth Record,unless you and your Provider have agreed otherwise, you should not assume that your Provider is actively reviewing it for changes and you should actively communicate any changes that concern you to your Provider. If you are experiencing an emergent or urgent condition, you should contact your local emergency services immediately. RELAYHEALTH DOES NOT SCREEN, PERFORM BACKGROUND CHECKS ON, CONFIRM THE QUALIFICATIONS OF, EVALUATE, OR ENDORSE ANY PROVIDER. YOU ARE SOLELY

RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THE RELATIONSHIP WITH YOUR PROVIDER (AND CONFIRMING OR EVALUATING QUALIFICATIONS).

Prescriptions. You agree that any prescriptions that you acquire through the RelayHealth Services shall be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact your Provider if you have any questions regarding the prescription.

Educational Resources. Your Provider may send you information regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related to your RelayHealth Record. Additionally, RelayHealth may make available self care informational services which provide general medical and health information These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or healthcare consultation or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by RelayHealth. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained these communications and resources is compiled from a variety of sources and should not be considered authored by RelayHealth. RelayHealth makes no warranty as to the content of these materials or the information contained therein.

Referrals. Your Provider may send a referral message and/or refer you as a patient to another provider. This referral message may contain personally identifiable health information about you. Your Provider is solely responsible for obtaining any required consents for disclosing this information. You must inform your Provider if you do not wish to be the subject of a referral message. RelayHealth will not modify or alter any information contained in referral message and/or attachments and cannot verify its accuracy or completeness. You agree that RelayHealth and RelayHealth Payors bear no responsibility with respect to the foregoing. Referral messages may be sent to non-registered providers.

Your Account. You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to enter into this Terms of Use, register on the RelayHealth Services under your own name and to use the RelayHealth Services in accordance with this Terms of Use and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password, and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify RelayHealth of any unauthorized use of your password or other security concerns of which you become aware.

Intellectual Property. RelayHealth hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the material on the RelayHealth web site and to use the RelayHealth software to the extent necessary to use the RelayHealth Services solely for your personal, noncommercial use. With the exception of your RelayHealth Record, RelayHealth retains all right, title and interest in and to RelayHealth, the RelayHealth Services and any content, products, documentation, software or other materials on the RelayHealth web site, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing. The information available through the RelayHealth Services is the property of RelayHealth or its licensors and is protected by United States copyright, trademark, and other intellectual property laws. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by RelayHealth or its licensors received through the RelayHealth Services to anyone, including but not limited to others in your organization. Any copy made of information obtained through the RelayHealth site must include the copyright notice. Use, reproduction, copying, or redistribution of RelayHealth's logos is strictly prohibited without written permission from RelayHealth. For additional information concerning RelayHealth's intellectual property rights, see Intellectual Property under the Legal Notices section of this site, the terms of which are incorporated herein by reference.

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3. Legal Notices and Disclaimers.

General Disclaimers. YOU ACKNOWLEDGE THAT YOUR USE OF THE RELAYHEALTH SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW RELAYHEALTH AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR

OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, RELAYHEALTH AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE RELAYHEALTH PRODUCTS AND SERVICES PROVIDED HEREUNDER.

RELAYHEALTH MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE RELAYHEALTH SERVICES.

Limitation of Liability. IN NO EVENT SHALL RELAYHEALTH NOR ANY OF ITS AFFILIATES OR RELAYHEALTH PAYORS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE PURCHASE PRICE FOR THE PRODUCT, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, $1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RELAYHEALTH NOR ANY OF ITS AFFILIATES OR RELAYHEALTH PAYORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEB SITE OR ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF RELAYHEALTH IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURSIDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY, SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

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4. Privacy. RelayHealth respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us, including the use of "cookies", as outlined in our Privacy Policy, which is incorporated herein by reference.

RelayHealth Record. Your RelayHealth Record is created to store your personal health information online, including health conditions, allergies and medications. Any information provided as part of a webVisit becomes part of your RelayHealth Record. You agree to provide accurate information for your RelayHealth Record, to periodically review such information and to update such information as needed. For additional information regarding use of your RelayHealth Record, please see our Privacy Policy. In certain circumstances, RelayHealth may provide certain information to your health plan, insurance company, or a health information exchange (“HIE”) regarding your use of RelayHealth services if such entity represents it has obtained any required consents. You authorize RelayHealth to rely upon such representations. If your Provider is a member of a HIE, RelayHealth may share your RelayHealth Record with other providers in the HIE responsible for your care unless your Provider has indicated that you have not consented to such sharing. It is your responsibility to confirm any third party information in your RelayHealth Health Record. You may authorize another person (such as a family member) to access your RelayHealth Record and access shall be granted upon verification by your Provider. This authorization may be terminated at any time by notifying your Provider and having your Provider notify RelayHealth. You acknowledge and agree that, unless you have a written agreement with your Provider to the contrary, your Provider will not be (a) reviewing your RelayHealth Record for accuracy or completeness; or (b) relying on your RelayHealth record in connection with making treatment decisions. If your Provider is a member of a group, you acknowledge and agree that, to the extent authorized by your Provider, all members of the group may access your RelayHealth Record and respond to your inquiries or provide services to you via RelayHealth.

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5. General Legal Provisions.

Third Party Sites. Although the RelayHealth may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by RelayHealth. RelayHealth takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over

those other sites. Nor does RelayHealth take responsibility for the privacy policies and practices of these third-party links.

Operation and Record Retention. RelayHealth reserves complete and sole discretion with respect to the operation of the RelayHealth Services. RelayHealth may, among other things withdraw, suspend or discontinue any functionality or feature of the RelayHealth Services. RelayHealth is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. RelayHealth is not responsible for maintaining data arising from use of the RelayHealth Services. RelayHealth reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the RelayHealth Service pursuant to its internal record retention and/or destruction policies. A copy of RelayHealth's record retention and destruction policies are available upon written request.

Limitations on Use. You agree not to access or use the RelayHealth Services in an unlawful way or for any unlawful purpose. You shall send e-mails to other parties solely for personal communication and no other purposes, including commercial purposes, or for mass distributions of unsolicited e-mails. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of RelayHealth or any of its users. You also agree not to share your password or login credentials with anyone else. RelayHealth reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Indemnity. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELAYHEALTH, RELAYHEALTH PAYORS AND THEIR RESPECTIVE AFFILIATES FROM AND AGAINST ALL LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS TERMS OF USE, YOUR RELATIONSHIP WITH YOUR PROVIDER, ANY NEGLIGENT OR WRONGFUL ACTION OR OMISSION BY YOU RELATED TO YOUR USE OF SERVICES THROUGH RELAYHEALTH, OR ANY NEGLIGENT OR WRONGFUL USE OF THE RELAYHEALTH SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

Third Party Rights. The indemnification provisions set forth above and the provisions under Section 3 Legal Notices and Disclaimers are for the benefit of RelayHealth, RelayHealth Payors and their respective affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Term and Termination. This Terms of Use shall commence upon the date you first access or use the RelayHealth Services and/or complete the registration process. Either you or RelayHealth may terminate this Terms of Use and your right to use the RelayHealth Services at any time, with or without cause, and that termination may be communicated to your Provider. In the event that the relationship between RelayHealth and your Provider is terminated, RelayHealth may communicate that to you. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the RelayHealth Service promulgated by RelayHealth from time to time. Upon any termination, you will destroy all copies of RelayHealth materials in your possession and cease any access to or use of the RelayHealth Services.

Notice. RelayHealth may provide notice by e-mail to the e-mail address you provided RelayHealth in registration, by a general notice on the RelayHealth Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the RelayHealth Services account information. In the event that we must notify you regarding a potential unauthorized disclosure of your personal health information, we may do so via email. You may give notice to RelayHealth at any time via electronic mail to support@relayhealth.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to RelayHealth, 6475 Christie Avenue, Suite 500, Emeryville, CA 94608.Attn: Chief Executive Officer

Severability. The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Entire Agreement. This Terms of Use, together with any RelayHealth rules or policies referred to herein, represents the complete agreement between you and RelayHealth concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. RelayHealth may modify this Terms of Use as set forth above.

Assignment. You may not assign, transfer or delegate this Terms of Use or any part of it without RelayHealth's prior written consent. RelayHealth may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Waiver. . Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Governing Law. This Terms of Use shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law rules or principles. Any cause of action or claim you may have with respect to RelayHealth must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the RelayHealth Services or web site.