

CUSTOMER TECHNOLOGY SYSTEMS AGREEMENT

This Agreement is between _____ (“Customer”) and McKesson Medical-Surgical Minnesota Supply Inc. (“McKesson Medical-Surgical”) for use of the ORBITS[®] System and/or the ScanManagerSM System (the “Customer Technology System”).

McKesson Medical-Surgical agrees to provide Customer the use of the Customer Technology System identified below and Customer agrees to pay the monthly fee (“System Fees”) based on the schedule below and to comply with the Terms of Use for the ORBITS[®] System (see Attachment A) or the License Agreement for the ScanManagerSM System (see Attachment B), as applicable, for as long as Customer continues to use the System.

SYSTEM OPTIONS:

_____ ScanManagerSM System – To expedite your orders and to support your inventory management program.

_____ ORBITS[®] System – Charge Capture System (Select option below)

_____ Piggy back Product labels (includes one tethered scanner)

_____ Portable Bar Code Scanner(s)

SYSTEM FEE SCHEDULE

	ORBITS [®] SYSTEM	ScanManager SM SYSTEM
Monthly System Fee	\$50/month (Charge Capture)	\$50/month (includes one scanner)
Labels	Piggy-back Product Labels \$50/month	Shelf labels included at no charge
Installation Fee – ORBITS [®] Charge Capture	\$300 or \$500 (multiple users vs. single user)	N/A
Each Portable Scanner	\$25/month/PDA or \$35/month/PDA depending on model	\$10/month

System Fees will be invoiced quarterly. System Fees include maintenance of the software and upgrades as they become available.

A quarterly Customer Technology System rebate is available to Systems users to potentially reduce the Monthly System Fee and is subject to a separate written agreement between Customer and McKesson Medical-Surgical.

Customer will be provided a 90 day free trial with the applicable Customer Technology System. The trial period begins on the day of the installation of the system. If Customer does not wish to continue to use the system, Customer must notify McKesson Medical-Surgical in writing before the end of the trial period, and Customer must then return all Systems and McKesson Medical-Surgical property within 15 days after the end of the trial period.

McKesson Medical-Surgical has the right to modify the System Fees and other terms and conditions relating to Customer Technology Systems from time to time, with 60 days prior written notice to Customer. Customer is required to pay all System Fees to McKesson Medical-Surgical in accordance with Customer's standard payment terms established with McKesson Medical-Surgical. For limitations on warranties and other terms and conditions relating to Customer Technology Systems, see the Terms of Use for the applicable System.

This Agreement, together with the terms of any Credit Application/Agreement, the Terms of Use and/or the License Agreement for the applicable System and the Customer Technology Systems Rebate Agreement, as applicable, sets forth the entire Agreement between the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter hereof but not expressly set forth in this Agreement or the other documents mentioned in this paragraph are of no force or effect.

Agreed:

Customer: _____

Address: _____

By: _____
(Signature)

Printed Name & Title: _____

Date: _____

McKesson Medical-Surgical Minnesota Supply Inc.

8121 10TH Avenue North

Golden Valley, MN 55427

By _____
(Signature)

Printed Name & Title _____

Date: _____

Please return signed forms to Customer Systems via email at system.administration@mckesson.com or by fax to 866-476-0341.

Customer Systems Agreement_5-2-11_FINAL

Page 1 of 6

TERMS OF USE

**McKesson Medical-Surgical Minnesota Supply Inc.
ORBITS® System**

Welcome to the McKesson Medical-Surgical Minnesota Supply Inc. ORBITS® System ("**ORBITS**") Terms of Use. These Terms of Use apply to all users of ORBITS, including the use of bar code scanning devices such as portable scanners (PDAs) and Kiosks. McKesson Medical-Surgical Minnesota Supply Inc. 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 ORBITS ("**McKesson Medical-Surgical**" "**we**" or "**us**"), provides access to and use of certain internal McKesson Medical-Surgical systems to you its customer via ORBITS. ***Your use of ORBITS is conditioned upon your acceptance without modification of the terms, conditions and notices contained in these Terms of Use.*** You are encouraged to print a copy of these Terms of Use for your records. If we decide to change the Terms of Use, we will post changes at <https://orbits.mckesson.com/legal> so that you are always aware of the rules that apply to your use of ORBITS.

Establishing an account with McKesson Medical-Surgical

Access to ORBITS may only be obtained from an authorized McKesson Medical-Surgical employee. Once you have obtained an active McKesson Medical-Surgical customer account, and accepted McKesson's standard fees for software, hardware, and installation, you will be issued a customer account password. Your access to data using your customer account password is limited according to McKesson Medical-Surgical administrator defined access controls. Please see the "Contact Us" page accessible from the ORBITS Home Page for information on how to contact us for further information about data access or if you have any questions about these Terms of Use. Your customer account may not be transferred to, shared with or used by or on behalf of any other person. You will immediately notify us of any unauthorized use of your password or username or any other breach of security. You agree that you will provide us with accurate customer account information (such as the correct customer account holder's name and a valid email 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 ORBITS, without notice, if we, among other reasons, are unable to verify or authenticate the information you provide to us.

ORBITS operates in a secure web environment with an advanced, multi-layered firewall technology, Secure Socket layer having up to 128-bit encryption to encrypt all data. You agree to help protect your customer account by being solely responsible for the confidentiality and use of your customer account and your customer account password and by notifying 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 email, facsimile and other means for purposes relating to your customer account, any product orders you place, marketing purposes or any other services we provide to you.

Your responsibilities as a user of ORBITS

Your use of ORBITS 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 ORBITS; (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 ORBITS and will comply with all regulations, policies and procedures of such networks; (iv) if you choose to export a file(s) out of ORBITS that includes patient level information, you will comply with all laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and Subtitle D of the Health Information Technology for Economic and Clinical Health Act, and (v) 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 ORBITS, your violation of these Terms of Use, your disclosure of patient data in breach of privacy laws, 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 ORBITS, 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. You may terminate your use of the ORBITS system at any time by providing thirty (30) days advance written notice to McKesson Medical-Surgical.

Rebate Information and Net Pricing

Some ORBITS customers may be participants in McKesson Medical-Surgical's various customer rewards programs or may receive discounts or rebates from McKesson Medical-Surgical. Such participation or receipt of discounts or rebates may result in the display of prices in ORBITS and Item Catalog areas that are not the final price of the product.

Discounts or rebates are not guaranteed and are a function of purchasing patterns and compliance with the guidelines of the applicable McKesson Medical-Surgical program or written agreement and, as such, actual discounts or rebates may vary from time to time and are subject to change.

Each ORBITS customer is hereby advised that he/she/it is obligated to properly disclose and appropriately reflect all discounts, including rebates, in claims and costs submitted to federal and state government health care programs (including Medicare and Medicaid), and to provide any invoices and other discount documentation to government authorities on request, in accordance with all applicable laws and regulations, including 42 USC 1320a-7b(b) and the discount safe harbor.

ORBITS Handheld Devices

You may be provided with one or more portable bar code scanners for use with ORBITS. If you purchase approved models from McKesson Medical-Surgical or other suppliers it will be supported. If you wish to use other manufacturer bar code scanner models not supported by McKesson Medical-Surgical, you will need to make a formal request to us. McKesson Medical-Surgical reserves the right to accept or decline integrating other non-supported McKesson Medical-Surgical approved scanners with the ORBITS system. Should we agree to support your requested bar code scanner device, you will agree to pay time and materials at our approved rates. You are responsible for protecting and maintaining all scanners for proper use while the scanners are in your facility. Scanners include security access to protect patient health information, and any attempt by you to alter security access methods will result in the termination of ORBITS use. McKesson Medical-Surgical will not be responsible, nor held liable for any security breaches caused by your or your facilities' actions.

Intellectual Property

All materials relating to ORBITS, including text, graphics, icons, images, content and software, are the property of McKesson Medical-Surgical or its content suppliers and are protected by United States, foreign and international copyright laws. The compilation of all content for ORBITS is the exclusive property of McKesson Medical-Surgical. You may not reproduce, modify, distribute or republish materials contained on ORBITS without the prior written permission of McKesson Medical-Surgical. You may not "scrape" the site in an effort to copy single or multiple text and images to transmit those materials for your own use. You may not alter or remove any trademark, copyright or other notice from copies of content.

McKesson Medical-Surgical and all other McKesson Corporation logos and trade names are trademarks or registered trademarks of McKesson Corporation. All trademarks used on or in connection with ORBITS, and all goodwill in and to such names and marks, are the property of their respective owners.

Confidentiality

You agree: (i) to hold all non-public information including without limitation product, pricing and customer data disclosed by McKesson Medical-Surgical through ORBITS ("**Confidential Information**"), in strict confidence; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any Confidential Information for any purpose except for your internal business purposes. You may disclose the Confidential Information to your responsible employees with a bona fide need to know, but only to the extent necessary to carry out your 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 specified 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.

Business Associate Agreement In connection with the performance of McKesson Medical-Surgical's services hereunder, McKesson Medical-Surgical may have access to patient level information, including individually identifiable health information. Accordingly, you agree to enter into a Business Associate Agreement with McKesson Medical-Surgical, and such Business Associate Agreement shall exclusively govern the terms and conditions relating to individually identifiable health information. You may obtain a copy of the Business Associate Agreement from the ORBITS home page: <https://orbits.mckesson.com/legal>.

Limitation of Liability

By using ORBITS, you expressly agree that such use is at your sole risk. MCKESSON MEDICAL-SURGICAL PROVIDES ORBITS ON AN "AS IS" BASIS AND WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY, COMPATIBILITY AND QUIET ENJOYMENT. McKesson Medical-Surgical endeavors to provide service of the highest quality, but we cannot guarantee that your use of ORBITS will be uninterrupted or error-free. We are not responsible for claims brought by third parties arising from your use of ORBITS.

McKesson Medical-Surgical is a distributor and not a publisher of content (including information, data and other material) supplied by third parties. Neither McKesson Medical-Surgical nor any of its affiliates, officers, directors, employees or agents or any third party content providers, merchants, sponsors, or licensors guarantees the truth, accuracy, completeness or usefulness of any content or Data on ORBITS nor its compliance with law, including but not limited to identification codes, prices, product characteristics and product availability, nor the merchantability or fitness for any particular purpose of such information. It is your responsibility to evaluate the information, opinion, advice or other content available through ORBITS and to closely examine the product packaging and the labeling prior to use. McKesson Medical-Surgical will not be responsible for nor be in default due to acts or causes beyond its control including but not limited to Acts of God, strikes, lockouts, communications line or equipment failures, power failures, failure of the Internet, earthquakes or other disasters.

IN NO EVENT WILL MCKESSON MEDICAL-SURGICAL NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY, UNDER ANY THEORY, INCLUDING NEGLIGENCE, FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF ORBITS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, ACTUAL, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, ORBITS, EVEN IF MCKESSON MEDICAL-SURGICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. BY USING ORBITS, YOU AGREE THAT THIS LIMITATION WILL APPLY TO ALL SERVICES, CONTENT AND DATA AVAILABLE THROUGH ORBITS. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL MCKESSON MEDICAL-SURGICAL (OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH ORBITS, INCLUDING WHETHER OR NOT SUCH INFORMATION IS INACCURATE AND WHETHER OR NOT THE INACCURACY IS DUE TO FAULT OR ERROR BY MCKESSON MEDICAL-SURGICAL. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT WILL MCKESSON MEDICAL-SURGICAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED TEN THOUSAND DOLLARS.

Any current or future links to other sites are provided as a convenience only, and we assume no responsibility or liability for the contents of those other sites or any products or services advertised or sold on those sites.

Miscellaneous

McKesson Medical-Surgical reserves the right to change the terms of the Terms of Use, disclaimers and policies at any time and without notice. The formation, construction and interpretation of these Terms of Use will be controlled by the laws of the State of Delaware. The most current version of these Terms of Use can be reviewed by visiting <https://orbits.mckesson.com/legal> and clicking on "Terms of Use". The most current version of the Terms of Use will supersede all previous versions.

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.

ATTACHMENT B

TERMS OF USE

**McKesson Medical-Surgical Minnesota Supply Inc.
ScanManagerSM System**

This License Agreement is provided with the ScanManagerSM System licensed to _____ ("User") by McKesson Medical-Surgical Minnesota Supply Inc. and McKesson Medical-Surgical Inc. (collectively, "McKesson Medical-Surgical") on _____, 20____.

User's permission to install the System (as defined below) and/or User's use of the System are deemed to constitute User's consent to all terms and conditions of this License Agreement. User is hereby granted a limited, non-perpetual, non-exclusive, revocable license to use the System in accordance with the terms of this Agreement. User's license to use the System is limited to use only for the intended purposes of the System as shown in its manual(s).

As used in this License Agreement, "System" shall mean the ScanManagerSM system, its output, all reports produced by the System in electronic or printed form, all related manuals provided by McKesson Medical-Surgical and the computer program installed into certain of the bar code scanners (primarily personal digital assistants) that effects data conversion and transfer. The System is owned by, and portions are copyrighted by, McKesson Medical-Surgical Minnesota Supply Inc.

REPORTING AND DISCLOSURE OBLIGATIONS. USER SHALL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTIONS OR DISCOUNT PROGRAMS DESCRIBED IN THE INVOICE ARE INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. §1320A-7B(b) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. §1001.952(h). USER UNDERSTANDS THAT THE INVOICE MAY NOT REFLECT THE NET COST OF A PRODUCT DUE TO A REBATE OR OTHER DISCOUNT PROGRAM. USER REPRESENTS AND WARRANTS THAT IT WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS, INCLUDING WHEN REQUIRED BY LAW, THE REQUIREMENT TO ACCURATELY REPORT, OR MAKE AVAILABLE UPON REQUEST BY A FEDERAL OR STATE HEALTH CARE PROGRAM, THE NET COST ACTUALLY PAID BY USER FOR THE PRODUCTS AND SERVICES. FOR PURPOSES OF COST REPORTING REQUIREMENTS UNDER A FEDERAL OR STATE PROGRAM WHICH PROVIDES COST BASED REIMBURSEMENT, USER UNDERSTANDS THAT ANY SUCH DISCOUNTS, INCLUDING REBATES, SHOULD BE PROPERLY ALLOCATED ON A UNIT BASIS SO AS TO REPORT A NET SALE PRICE THAT ACCURATELY REFLECTS THE TOTAL AMOUNT OF THE DISCOUNT RECEIVED.

McKesson Medical-Surgical's current information about User is obtained during the set up and installation process. User will notify the McKesson Medical-Surgical Customer Systems Department (see below) if any of this information is incorrect, or if this information changes.

Any notices from McKesson Medical-Surgical to User shall be given to the address provided in the Customer Technology Systems Agreement. Any notices from User to McKesson Medical-Surgical concerning this License Agreement or the System shall be given in writing to:

McKesson Medical-Surgical Minnesota Supply Inc.
Attn: Customer Systems Department
8121 Tenth Avenue North
Golden Valley, MN 55427
Fax: (763) 595-6624

User may not: (a) make any copies of or otherwise reproduce the System or publish or license the System, or any portion thereof, to others; or (b) modify the System, or any portion thereof, in any manner. The entire right and title to the System shall remain with McKesson Medical-Surgical and McKesson Medical-Surgical has the exclusive rights to: (x) protect the System by copyright or otherwise; and (y) reproduce, publish, display, sell and distribute the System. User may not reverse engineer, decompile, disassemble or create derivative works from the System.

During the term of this License Agreement, McKesson Medical-Surgical will provide to User telephone support for the use of the System at no additional charge during normal business hours; provided, however, that McKesson Medical-Surgical in its sole discretion may limit the amount of support provided at no additional charge to User with prior notice. The support number will be identified in the System's installation package.

User is responsible to return all equipment in good operating condition to McKesson Medical-Surgical at the termination of the License Agreement, reasonable wear and tear excepted. McKesson Medical-Surgical will provide depot maintenance of the PDAs at its offices. Contact McKesson Medical-Surgical's Customer Systems Department for repair information.

User is obligated to maintain the confidentiality of all items relating to the System. All items provided by McKesson Medical-Surgical in connection with the System, including any copies of the System, PDAs, shelf bar code labels, reorder cards, reorder guides and any Reports are referred to herein as "McKesson Medical-Surgical Property". User may not, without the written permission of McKesson Medical-Surgical, permit any third party (particularly a competitor of McKesson Medical-Surgical) to view or copy, or in any way use, manuals, reports, contracts, or any other McKesson Medical-Surgical Property. User may not copy or reproduce the System or any other McKesson Medical-Surgical Property without McKesson Medical-Surgical's express written consent. User may not use the shelf bar code labels, reorder cards or reorder guides provided by McKesson Medical-Surgical for any purpose other than for use with the System or other McKesson Medical-Surgical programs. User shall not permit any competitor of McKesson Medical-Surgical, or any third party, to use or reproduce McKesson Medical-Surgical bar code labels, reorder cards or reorder guides.

Either party may terminate this License Agreement, and the license herein, by giving 30 days prior written notice to the other party. McKesson Medical-Surgical may terminate the license granted herein without prior notice if User is past due more than 60 days for any system fees owed for the use of the System or if User has breached any material term or condition of this License Agreement. When User's license to use the System terminates, User shall immediately return all McKesson Medical-Surgical Property to McKesson Medical-Surgical, and shall certify to the satisfaction of McKesson Medical-Surgical that all McKesson Medical-Surgical property has been returned to McKesson Medical-Surgical.

User shall not remove any statutory copyright notice or any confidential or proprietary legends or any identification of McKesson Medical-Surgical contained or included in the System or any other McKesson Medical-Surgical Property. User shall protect the confidential and proprietary nature of the System and honor, comply with and protect any rights, including trademarks and copyrights, of McKesson Medical-Surgical relating to the System.

The System has been developed to permit inventory control and product ordering for medical products, services and supplies maintained and distributed by McKesson Medical-Surgical to health care providers and is used in connection with the McKesson Medical-Surgical bar code labels and bar code scanner provided to User. User assumes responsibility for the: (a) selection of the System to achieve the results intended by User; and (b) use and results obtained by the System. Other than bar code scanners and associated cables, McKesson Medical-Surgical neither recommends nor distributes hardware or peripheral equipment to be used with the System.

This License Agreement shall be governed and construed in accordance with Minnesota law. Any modification to this License Agreement must be approved in writing by an officer of McKesson Medical-Surgical, otherwise the modification is void. If there is a dispute involving this License Agreement that involves User, jurisdiction for such dispute shall be exclusively before a state or federal court located in the State of Minnesota, and User consents to the personal jurisdiction and venue of those courts. User's obligations herein shall also apply to all owners, officers, directors, employees, agents and representatives of User, and User shall cause all such persons or entities to comply with all agreements of or restrictions pertaining to User that are contained in this License Agreement.

McKesson Medical-Surgical MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole liability of McKesson Medical-Surgical and the exclusive remedy of User relating in any way to the System shall be: (a) the replacement of the System; and (b) if McKesson Medical-Surgical is unable to provide a replacement system that is free of defects, User may terminate its license by returning the System and all other McKesson Medical-Surgical Property. In no event will McKesson Medical-Surgical be liable to User or any other party, for any damages, including any lost profits, lost savings or any other incidental or consequential damages arising out of the use or inability to use the System or any other McKesson Medical-Surgical Property, even if McKesson Medical-Surgical has been advised of the possibility of such damages. McKesson Medical-Surgical will not be liable for any claim by any party other than User. In no event shall McKesson Medical-Surgical's aggregate liability (whether based on an action or claim in contract, tort or otherwise) to User arising out of or related to this License Agreement exceed fees paid to McKesson Medical-Surgical for the use of the System under this License Agreement.