

FLEXIINTERNATIONAL SOFTWARE, INC.
Customer License Third Party Terms & Conditions

1. Only a non-assignable, nontransferable, non-exclusive license to use the Software is granted to the licensee from McKesson (the “Customer”) and the health care facilities or data centers that use the Software that the Customer has obtained from McKesson (“Facility” or “Facilities”). The Customer shall provide the name of each Facility to McKesson before delivering any Software or otherwise making any Software available to that Facility. Each Customer (and any Facility licensed under the Customer License) must promise to use the Software for in-house only and for processing only its own financial data and not for processing the financial data of any other entity, for resale or for further sublicensing.
2. Customer may not deliver Software or otherwise make Software available to any entity that is not a Health Care Entity. “Health Care Entity” is limited to **an institution or business that operates within the Health Care Industry and provides direct patient care, including an acute care hospital, a long term care facility, a home health care provider, a community health services provider, ambulatory services, an ambulance service provider, or a laboratory, mental health services, substance abuse counseling centers and other patient care support such as laboratories, but not an insurance company or pharmaceutical company or a supplier of goods, personnel, or services to a patient care facility.** A Health Care Entity can be defined as an entity (including a joint venture) owning or in control of one or more Facilities, regardless of whether the owning or controlling entity directly operates within the Health Care Industry. For purposes of the foregoing provision, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the Facility’s management and policies, whether through ownership, by contract or otherwise. Each Facility owned by a Health Care Entity is not required to license McKesson Fiscal Management in connection with a Health Care Entity’s Customer License, but only if such Facility is listed on its parent company’s Customer License and its FTEs or OE is fully included in calculating the Royalties and Maintenance, Support, and Enhancement Fees due under this Agreement.
3. Customer authorizes McKesson and its licensors to install on the Software code providing notice and information each time that the Software is installed in a Facility.
4. Customer may not offer or use Software as ASP Software.
5. **Customer shall notify McKesson not more than 30 days after any changes in the names or addresses of the Facilities (as referenced in the Order Form) who have access to the Software through Customer.** Before moving Software to any Facility other than those listed in the Order Form, Customer shall notify McKesson of the address and estimated length of time that the Software will be used at the alternate address.
6. Before McKesson shall provide any support, maintenance or enhancements to a Customer, Customer shall have executed a written contract with McKesson providing for such support, maintenance, or enhancement.

7. FLEXI reserves the right to suspend provision of support, maintenance and enhancement services if amounts due from McKesson to FLEXI with regard to a Customer are 10 days or more past due, if FLEXI has provided written notice to McKesson of such past due amounts and McKesson has failed to remit the past due amounts to FLEXI within 10 days of receipt of such written notice.

8. If McKesson is not in compliance with its payments for FLEXI support, maintenance and enhancements with respect to any Customer, then Customer shall look solely to McKesson to provide support, maintenance and enhancements until such time as FLEXI determines that McKesson has cured any such noncompliance.