ORACLE CORPORATION ("ORACLE")

PASS-THROUGH TERMS

The following provisions relating to Customer's sublicense with ORACLE Programs ("Oracle") differ from the general license provisions set forth in this Contract Supplement.

1. **Oracle Programs**. "Oracle Programs" means any Third Party Software in object code form licensed by Oracle through McKesson together with any related Oracle Program documentation.

2. **Other Definitions**.

   a. **"Application Specific Full Use"** ("ASFU") means Oracle Programs which shall be limited to use solely for the purpose of executing the McKesson Software application with which it is licensed. Modifications to the Oracle Programs may only be made by a Full Use Program and may not change the scope of the McKesson Software. Third-party report writers and query tools may be used in conjunction with the Application Specific Full Use license provided they are not used to modify the McKesson Software in any way.
   b. **"Full Use"** or **"Full Use Programs"** ("FU") mean unaltered versions of the Oracle Programs with all functions intact. Full Use Programs may be used to execute both McKesson Software applications, and non-McKesson Software applications.
   c. **"Named User"** is the User Type defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time.
   d. **"Processor based license"** is the User Type which grants the rights to unlimited users to run the application on the designated hardware, with the hardware's number of processors specified.

3. **License Terms**.

   3.1 **Grant.** The Oracle License shall be a license to use Oracle Programs with the McKesson Application for the number of processors in the application's server(s) (Processor based license), or the number of Named Users specified. Full Use or Full Use Programs must be specifically indicated in the Agreement; otherwise the license will be for Application Specific Full Use.

   3.2 **User Type.** Shall be specified as "Named User;" or as "Processor based sublicense;" which shall also describe as appropriate the number of Named Users licensed or the number of processors licensed on each database server.

   3.2.2 Minimum Named Users for Standard Edition One: The Named User minimum for Oracle Standard Edition One shall be the greater of: 1) 5 users per server processor or 2) the total number of users authorized to access the database. Standard Edition One may only be licensed on servers that have a maximum capacity of two processor cores.
   3.2.3 Minimum Named Users for Standard Edition: The Named User minimum for Oracle Standard Edition shall be the greater of: 1) 10 users per server processor or 2) the total number of users authorized to access the database. Standard Edition may only be licensed on servers that have a maximum capacity of 4 processor cores.
   3.2.4 Minimum Named Users for Enterprise Edition: The Named User minimum for Oracle Enterprise Edition shall be the greater of: 1) 25 users per server processor or 2) the total number of users authorized to access the database.
   3.3.5 Processor licenses: all of the processors in the server must be licensed for each ASFU or FU license. Oracle does not recognize soft partitions in the server processor count.

   3.3 **Backup and High Availability Recovery.** Oracle defines three levels of Backup/Recovery licenses.

3.3.1 Backup Recovery: Customer may maintain a backup copy of the Oracle database on a storage device(s), such as tapes, for use in the recovery of the database with no additional license fees.

3.3.2 Failover Recovery: The Oracle database may be configured in a multiple node "cluster", such that if the primary node fails, one of the other nodes of the cluster (an unlicensed spare computer) may temporarily act as the primary node, executing the Oracle database. The failover node may be used for up to a total of ten (10) days in a calendar year for failover purposes. The Customer is responsible for purchasing applicable Standby Recovery licenses if their use exceeds ten (10) days in a calendar year. McKesson makes no representation as to how many days in a calendar year a system may be running in Failover mode.

3.3.3   Standby Recovery: In Standby Recovery a copy of the primary Oracle database is maintained on separate servers at all times. If the primary database fails, the standby database is activated to act as the new primary database. Both databases must be fully licensed with the same User Type. If licensed by Named Users, the minimum Named Users must be licensed on each server.

3.4   **Proprietary Rights.** The Oracle Programs are Confidential Information. No right, title or interest in the Oracle Programs, including copyright, trademarks or proprietary rights, is transferred to Customer by Oracle or McKesson. Title to and ownership of the Oracle Programs shall remain with Oracle or its suppliers. Proprietary notices of Oracle and its suppliers shall appear on the Oracle Programs. Customer acknowledges that it shall not use any trademark of Oracle or its suppliers except as may be required to reproduce the proprietary notices of Oracle and its suppliers. Customer shall not cause or permit reverse engineering, disassembly or decompilation of the Oracle Programs.

4. **Notice.** Customer shall notify McKesson as set forth in the Agreement of: (a) any claim or proceeding involving the Oracle Programs that comes to its attention; (b) all claimed or suspected defects in the Programs; and (c) any change in the usage that may require additional licenses.

5. **Third Party Beneficiary.** Customer acknowledges that Oracle is an actual and intended third party beneficiary of the provisions of this Agreement.

6. **Software Updates and Support.**

6.1 Application Specific Full Use Support: All support and upgrades for Application Specific Full Use Oracle Programs will be provided solely by McKesson, as long as Customer makes continuous support payment to McKesson. Oracle does not offer support or upgrades for Application Specific Full Use sublicenses directly to sub licensees.

6.2 Full Use Support: First year support and upgrades for Full Use Oracle Programs will be billed and provided by McKesson. Second year and subsequent year's support and upgrades for Full Use Oracle Programs will be direct between Oracle and Customer, and will provided under Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies can be accessed at http://oracle.com/contracts. Second year support fees are quoted on the Customer Agreement as required by Oracle and for Customer's information only, and will not be billed by McKesson.