IMS HEALTH INCORPORATED
SALES FORCE EFFECTIVENESS SERVICE PLAN DETAILS

Subject to the terms set forth herein, IMS will use commercially reasonable efforts to provide to CLIENT the services and support described herein for the CLIENT’s use of its Sales Force Effectiveness (“SFE”) services. At Client’s request, the support level set forth below may extend to the IMS approved third party contacts operating under executed IMS Third Party Access (TPA) Agreements for both report generation and data investigations.

I. COMMUNICATIONS

Client Service Hours of Operation
Monday – Friday, 9:00 AM – 5:00 PM local time for the supporting IMS office, excluding IMS holidays. A copy of IMS’ holiday schedule will be provided upon CLIENT’s request. The parties hereby understand that the response times mentioned below are calculated based upon and are measured only during these hours of operation.

Phone
- A member of the IMS Service Team, which will consist of a Director, a Manager and a Client Service Representative, will respond to all phone messages within 24 hours.
- CLIENT will respond to all IMS Client Service Team communications within 24 hours so as not to negatively impact time sensitive matters.
- If a CLIENT associate responsible for service support communications or the IMS Client Service Representative is out of the office for any reason, their voicemail message (and E-mail) will designate the name and contact information for an alternate contact. Both IMS and CLIENT will be responsible for contacting the alternate when designated.

E-mail
- E-mail messages will be reviewed by both the Client Service Representative and CLIENT within 24 business hours of receipt, provided the recipient is in the office. If the recipient is not in the office, the message will be reviewed within 24 hours of his or her return. If the service request is urgent, the CLIENT must follow up the e-mail with a phone mail message to the Client Service Representative and the Client Service Representative’s manager.
- If an IMS Service Team associate or CLIENT associate is out of the office for a day or more, they will create an automatic out-of-office e-mail response and telephone message that will indicate when they will be returning along with the name and contact information of an alternate contact.

II. DATA INVESTIGATIONS

A Data Investigation is initiated when CLIENT questions the details in the data delivered by IMS. CLIENT may initiate Data Investigations by entering issues into the IMS Query Management System (“QMS”) via remote user or e-mail to the IMS Data Investigations Mailbox. If backup hard copy documentation is available, the documentation will be faxed or e-mailed to the Client Service Analyst. IMS will begin researching the issue once CLIENT has submitted any
necessary information as may be requested by IMS. However, additional information from CLIENT may be required by IMS in order to complete the investigation.

If a Data Investigation cannot be completed within the timelines specified, a Plan of Action will be submitted to CLIENT to ensure completion of the inquiry. Completion of the investigation is defined as written notification from the Client Service Analyst to CLIENT of the validation of the Data or other resolution and any corrections that may need to take place, as well as the data month in which they will be effective.

The following is a more detailed description of types of Data Investigations:

**DEMOGRAPHIC DATA INVESTIGATIONS**

**Prescriber Demographic Investigations**
Prescriber Demographic Investigations are defined as one of the following.

- A prescriber lookup: a request for a piece of demographic information (IMS prescriber #, source ID#, DEA #, name, specialty, street address, city, state, zip code) for an IMS prescriber based on a subset of demographic information provided by CLIENT. The demographic information that is returned to CLIENT will be the information that is reported in the Xponent database.
- A prescriber demographic validation: a challenge to any IMS prescriber demographic information (IMS prescriber #, source ID#, DEA #, name, specialty, street address, city, state, zip code) that CLIENT is seeing in the Xponent data.

Note: Requests for State License Numbers or the validation of IMS State License Numbers are not considered prescriber demographic investigations. These requests should be submitted through the IMS Prescriber Validation Services (PVS) Web tool.

**Outlet Demographic Investigations**
Outlet Demographic Investigations are defined as any one of the following.

- An outlet lookup: a request for a piece of demographic information (DDD outlet number, outlet name, street address, city, state, zip code, or subcategory code) based on a subset of demographic information provided by CLIENT. The demographic information that is returned to CLIENT will be the information that is reported in the DDD database.
- An outlet demographic validation: a challenge to any IMS outlet demographic information (DDD prescriber #, source ID#, DEA #, name, specialty, street address, city, state, zip code, or subcategory code) that CLIENT is seeing in the DDD data.

**Turnaround Times for Demographic Investigations:** Target resolution days are based on the total number of investigations received from CLIENT that day and are as set forth in the following table:

<table>
<thead>
<tr>
<th>Number Received Per Day</th>
<th>Target Resolution (Days after receipt of the request)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-20</td>
<td>8 Business Days</td>
</tr>
<tr>
<td>21-50</td>
<td>17 Business Days</td>
</tr>
<tr>
<td>&gt;50</td>
<td>Target resolution to be established and communicated to CLIENT w/in 5 business days of receipt.</td>
</tr>
</tbody>
</table>
Note: Accelerated target turnaround times may be available for some requests for an additional fee. Also, in some cases, prescriber and outlet lookups can potentially be processed through automated match programs that can significantly accelerate the turnaround time.

**Yearly Maximums for Demographic Investigations:** CLIENT is entitled to the annual number of Outlet Demographic Investigations and Prescriber Demographic Investigations listed in the Service Support Schedule. CLIENT will be notified on a monthly basis as to the number of such investigations submitted year-to-date. If CLIENT exceeds the yearly maximum, CLIENT will be assessed additional fees set forth in the Service Upgrade Pricing category of the Service Support Schedule for additional investigations support. (See Service Upgrade Pricing)

**ALL OTHER DATA INVESTIGATIONS**
All other types of Data Investigations (“All Other Data Investigations”) are defined as questions regarding the actual prescription or DDD sales data volume at any geographic level in CLIENT’s services deliverables. Requests for any other prescription/sales data are not considered data investigations and are not subject to the target turnaround times below. Such requests for any other prescription/sales data are subject to payment of additional fees.

**Turnaround Time:** Target completion days are based on the maximum number of requests received from CLIENT and are as set forth in the following table.

<table>
<thead>
<tr>
<th>Type</th>
<th>Target Completion (Days after receipt of the request)</th>
<th>Max. requests w/in 10 business days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outlet/Prescriber Level Volume Investigations</td>
<td>15 Business Days</td>
<td>10 outlets</td>
</tr>
<tr>
<td>Zip Level &amp; Above Volume Investigations</td>
<td>20 Business Days</td>
<td>5 inquiries</td>
</tr>
<tr>
<td>Cross Audit Comparison Investigations</td>
<td>30 Business Days</td>
<td>1 inquiry</td>
</tr>
</tbody>
</table>

**Yearly Maximums for All Other Data Investigations:** CLIENT will be entitled to the annual number of All Other Data Investigations listed in the Service Support Schedule. This does not include those that result in an IMS data correction. CLIENT will be notified on a monthly basis as to the number of inquiries submitted year-to-date. If CLIENT exceeds the yearly maximum, CLIENT will be assessed additional fees for additional investigation support. (See Service Upgrade Pricing)

CLIENT is entitled to free access and use of the QMS System for submitting and checking the status of CLIENT’S inquiries, for the amount of users listed in the Schedule of Support.

**III. REPORT CHANGES AND NEW REPORT CREATION**

IMS will provide CLIENT with a standard IMS Maintenance Summary on a monthly basis. The Maintenance Summary will provide CLIENT with a list of all report changes and new reports that are scheduled to be applied to data for the following month. Timely delivery of data is conditional upon the CLIENT submitting report maintenance in writing and in accordance with the deadlines below.
Note: IMS reserves the right to change the cutoff dates for maintenance as deemed necessary by IMS Corporate Scheduling. CLIENT will be advised in writing of any changes to file maintenance deadlines.

**Maintenance Deadlines for Monthly Deliverables**

- **Call Files** – Received at IMS by the 8th day of the data month.
- **All other** - (Zip/Outlet alignments, Market definitions, report parameters, etc.) Received at IMS by the 25th day of the data month.

**Maintenance Deadlines for Weekly Deliverables**

- **Call Files** – Two Thursdays before the end of the effective week (e.g. Thursday, November 1st for week ending Friday, November 16th)
- **All other** - Zip/Outlet alignments, Market definitions, report parameters, Roster files for email deliverables, etc. Received at IMS by Wednesday before the end of the effective week (e.g. Wednesday, December 10th for week ending Friday, December 12th).

Note: If any maintenance deadline falls on a weekend or legal holiday, the following business day will constitute the deadline.

Complex report additions and changes may require more time to implement than the listed deadline for receipt of maintenance would allow. In these instances, the affected reports may be run in a later IMS extract, as mutually agreed between the Service Team and CLIENT.

**Market Definition Changes**

- IMS will provide CLIENT with a standard New Product Notice (“NPN”) on a monthly basis by the 23rd calendar day of each month. The NPN will inform CLIENT of newly introduced products/packs/forms/strengths that CLIENT may choose to add to CLIENT’s existing market definition files.
- CLIENT is entitled to submit market definition change transactions resulting in additions or deletions at the specified product, form, strength or pack level, (“Market Definition Changes”) in the amount listed in the Service Support Schedule. The following types of Market Definition Changes, however, will not count toward the maximum number of such changes listed in the applicable Service Support Schedule:
  - Automatic product/pack/form/strength additions that are listed as “A” records in the monthly New Product Notice; and
  - Any product/pack/form/strength additions that come as a result of the purchase of a new market.

Additional Market Definition Changes will result in additional charges.

**Alignment Files (Call files, zip code files, outlet files)**

- The maximum number of alignment files (“Alignment Files Submitted”) to be processed by IMS per year is outlined in the Service Support Schedule.
- CLIENT will be notified on a monthly basis as to the number of Alignment Files Submitted year-to-date. If CLIENT exceeds the maximum, CLIENT will be assessed additional fees for additional alignment file support.
- IMS will provide CLIENT with IMS’ standard verification reports after IMS has processed an alignment file.
- Manipulation by IMS of incoming alignment files from CLIENT in order to reformat the files to conform to IMS’ requirements will result in additional programming charges.
- CLIENT will be entitled to utilize a call file for any of the following purposes:
  - Overriding one or more of a prescriber’s IMS demographics (i.e. name, address, and specialty) with CLIENT’s prescriber demographics;
  - Apportioning RxS or units among 2 or more prescribers; the RxS or units can be apportioned 100% to each prescriber, or in equal percents to each prescriber, equaling 100% for all apportioned prescribers;
  - Additional characters/information from each call file record can be appended to the IMS prescriber data record, provided the specific layout/format allows for inclusion of supplemental information;
  - Assigning/aligning individual prescribers to territories.

**Additional Reports**
CLIENT is entitled to one report/data file per purchased market, per purchased IMS audit (i.e. DDD, Xponent monthly, Xponent weekly), per delivery (week or month). Additional reports that result from any of the following situations will result in additional report fees:
- Multiple metrics (i.e. RxS and units), multiple product groupings for the same purchased market, multiple alignments.
- Exact copies of the same report delivered to multiple locations.

**Product Communications**
IMS will provide CLIENT with standard communication tools, such as IMS Product News and New Product Notice for changes/additions/deletions related to CLIENT’s product or market definition.

**Report Verification**
- Before releasing reports/files to CLIENT, IMS will verify the outgoing data against prior time periods, at the national level by individual product group.
- Upon request, IMS will provide CLIENT with IMS’ standard verification reports/files for weekly and monthly deliverables within 48 hours of CLIENT’s receipt of the corresponding report.

**DDD Data Management Reports and Files**
Provided CLIENT licenses DDD data, upon request IMS will provide CLIENT with IMS’ standard versions of the following: DDD Data Management Package; DDD Interrupted Data Listing (qrtly.); Outlet Change Log; Master List of CLIENT’S own DDD Products (DRM41); and DDD Outlet Master, listing all of CLIENT’s DDD product inclusions and groupings (“45” report).

**Prescription Database Data Management Reports and Files**
Provided CLIENT licenses IMS sub-national prescription data, upon request IMS will provide CLIENT with IMS’ standard versions of the following: Prescriber Change Log; No Contact Prescriber Listing; AMA PDRP Listing (formerly AMA Opt-Out); and listing of all CLIENT’s Xponent product inclusions and groupings (“45” report).

**Managed Care Database Data Management Reports and Files**
Provided CLIENT licenses IMS sub-national managed care data, upon request IMS will provide CLIENT with IMS’ standard versions of the following: Prescriber Managed Care
Workbook; Managed Care Plan News; and listing of all CLIENT’s XPO PlanTrak product inclusions and groupings (“45” report).

American Medical Association Licensing Administration
If CLIENT licenses prescriber-level data from IMS, at CLIENT’s option, IMS will serve as CLIENT’s American Medical Association (“AMA”) Database Licensee. As CLIENT’s AMA Database Licensee, IMS will provide to CLIENT the following services: initiation and maintenance of current required AMA sublicense agreements; sublicense agreement renewals; and calculation, billing, collection, and remitting to the AMA of the required AMA royalty fees as outlined in CLIENT’s applicable AMA sublicense agreement(s). However, IMS’ ability to perform the services listed above is contingent upon CLIENT maintaining appropriate AMA sublicense agreements with IMS.

IV. TRAINING: IMS Learning Services (ILS)
IMS provides training programs to clients all over the world. These training courses introduce clients to the wealth of information available, helping them improve their job-related analytical skills through real-world exercises, case studies, and simulations. The training objectives are met through a variety of delivery methods and blended classroom learning. IMS provides high-level data and tool overviews via computer-based tutorials, as well as, in person hands-on workshops. Each course varies based on content and client need.

Courses are offered in IMS’ Deerfield, IL; Plymouth Meeting, PA; Redwood City, CA; and Parsippany, NJ offices. IMS also offers ad hoc classes at client sites. These classes can be customized to meet the client's individual needs and requirements. A U.S. course catalog outlining pricing guidelines and additional information about training will be provided by IMS upon request.

V. SERVICE UPGRADE OPTIONS AND PRICING
The level of support described herein is dependent upon CLIENT’s current license of the services described in the Schedule of Services included in CLIENT’s Information Services Agreement (“Agreement”). Upgrades to the service levels listed in the Service Support Schedule can be purchased on an ad hoc basis during the contract period, or in advance at the time of the contract signing. Upon request, IMS will provide a description of ad hoc services and fees. Service and support that exceeds the maximums outlined in the Service Support Schedule are subject to additional service and/or data fees.

VI. MISCELLANEOUS
The service levels described herein and in the Service Support Schedule are considered baseline service levels available to CLIENT at no additional cost, except to the extent otherwise indicated. The baseline service provided is predicated on the services documented in the Schedule of Services included in CLIENT’s Agreement. Changes to the Schedule of Services may result in a change to this Service Plan and Service Support Schedule. Any such change resulting in additional costs to CLIENT will be communicated by IMS to CLIENT at the time of said change and will be addressed in a subsequent document. Unused monthly or annual service will not be carried over to future months or years.