
From: Jinping McCormick
Sent: Monday, February 27, 2012 2:04 PM
To: Michael Perfetto; Ara Aprahamian RPh
Subject: FW: Renewal
Attachments: Actavis Amendment #3 - Renewal 022612.docx

Because we added many small trading partners, there is addition setup fee of \$16,200 (\$2700 per partner setup) and additional monthly fee of \$1620, (\$270 per partner addition). Many are from OptiSource group, put they are diff entity and send data in different format. If we add all that are planned, both figure will double.

My question is:

What's our SOM risk of not having many of them? We don't need the small guys for inventory management perspective.

If we agree to add all the little ones, I will need an adjustment in budget.

I'd like to know our direction before negotiating down the cost.

Here is a status for trading partners:

Current:

1. ABC – sending 852 data only for Gx
2. Bellco
3. Anda
4. Burlington
5. Cardinal
6. Dik Drug
7. HD Smith
8. McKesson
9. Kinray
10. McQuerry Brothers – inactive, will delete
11. NC Mutual
12. PBA Health
13. Value Drug
14. Prescription Supply
15. Dixon Shane
16. Rochester
17. Smith

Planned

18. Valley Drug
19. Quest
20. Auburn
21. Masters Rx
22. Top Rx
23. Drogueria

Jinping McCormick
Director of Marketing



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From: Conrad Morgiewicz [<mailto:conrad.morgiewicz@valuecentric.com>]

Sent: Monday, February 20, 2012 8:30 AM

To: Jinping McCormick

Subject: Renewal

Good Morning Jinping – hope you are enjoying a wonderful weekend

As discussed, attached for Actavis's review and approval is the renewal amendment for our agreement.

The renewal is based on the current Actavis ValueTrak environment – number of trading partners and products.

If there are any questions or concerns, please contact me at your convenience.

We are honored to have Actavis as a customer and we truly value our partnership - Thank you again for your support.

Best regards,
Conrad

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**AMENDMENT #3
TO
HOSTED SERVICES AGREEMENT (effective February 26, 2009) and
AMENDMENT #1 (effective February 10, 2011) and
AMENDMENT #2 (effective December 28, 2011)**

This **HOSTED SERVICES AGREEMENT AMENDMENT #3** ("Amendment #3") is effective as of February 26, 2012 (the "Effective Date") by and between ValueCentric, LLC ("ValueCentric") and Actavis Kadian LLC ("Actavis" or "Customer").

WHEREAS, ValueCentric and Actavis have entered into that certain HOSTED SERVICES AGREEMENT made as of February 26, 2009 (the "Agreement"); and

WHEREAS, ValueCentric and Actavis have amended that certain HOSTED SERVICES AGREEMENT under AMENDMENT #1 as of February 10, 2011 (the "Amendment #1") and AMENDMENT #2 as of December 28, 2011 (the "Amendment #2"); and

WHEREAS, pursuant to the terms of the Agreement, ValueCentric and Actavis now desire to further amend the Agreement as of the Effective Date set forth above; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. Term. The Agreement is renewed for an additional term of three (3) years to expire on February 25, 2015 (the "Renewal Term").
2. Schedule A – Hosted Services section I.D. System Usage Parameters shall be amended to include the following language: "1) Support for up to seventeen (17) Trading Partner EDI Connections (via AS-2 communications whenever Trading Partner is AS-2 capable);"
3. Schedule C - Pricing Schedule New Customer Fees shall continue to define the incremental fees for adding Trading Partners to the ValueTrak Service. However, for the addition of the six (6) Trading Partners from the current parameter of eleven (11) and any additional Trading Partners added for the ninety (90) day period after the Effective Date, the one-time fee for adding new Trading Partners to the Service shall be \$2,700 and the incremental Monthly Fee shall be \$270 per connection point. Accordingly, the one-time fee for adding the six new Trading Partners shall be \$16,200 and shall be due upon the execution of this Amendment #3 and the Monthly Fee shall increase by \$1,620 as of the Effective Date.
4. Schedule C Pricing Schedule Fee Payment Schedule is hereby amended by deleting the TOTAL line under Monthly Fee in its entirety and replacing it with the following: "TOTAL \$12,160". This amount consists of the current base Monthly Service Fee of \$10,540 as of Amendment #2 Effective Date + \$1,620 for the increase in Trading Partners to seventeen (17).
5. Ratification. Except as expressly modified by this Amendment #3 (a) this Amendment shall not constitute a modification, amendment or waiver of any other provision of the Agreement, and (b) the Agreement and all provisions therein are and shall continue to be in full force and effect without any modification or amendment and are hereby in all respects ratified and confirmed by Actavis and ValueCentric. If there is any conflict between the provisions of the Agreement and the provisions of the Amendment #3, the provisions of this Amendment #3 will control.

IN WITNESS WHEREOF, this Amendment #2 has been duly executed and delivered by authorized representatives of the parties as of the Amendment #2 Effective Date above.

VALUECENTRIC, LLC

By: _____

Name: _____

Title: _____

Date: _____

ACTAVIS KADIAN LLC

By: _____

Name: _____

Title: _____

Date: _____