

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") effective as of the 19th day of October, 2009 (the "Effective Date") by and between **Actavis Inc.**, a Delaware corporation, with a place of business at: 60 Columbia Road, Building B. Morristown, NJ 07960 (hereinafter referred to as "Actavis" or the "Company"), and **IMS Health Incorporated**, a Delaware corporation located at: 660 West Germantown Pike, Plymouth Meeting, PA 19462 (hereinafter referred to as "IMS" or "IMS"), who together may hereinafter be referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

1. Services and Payment.

(a) Services. IMS agrees to undertake and complete the services (the "Services") that are more fully set forth on each written statement of work signed by both Parties ("Statement of Work"). All Statement of Works will be attached as an exhibit to this Agreement and will be substantially similar in the form of Exhibit A hereto, provided that any fees specified therein may be subject to change depending on the nature and scope of the particular Services. Any additional Services to be performed by IMS, or changes to existing Statement of Works, shall be incorporated into this Agreement by attaching additional Statement of Works to this Agreement or by amending the relevant Statement of Work. Each Statement of Work constitutes an independent obligation of the Parties, and a modification to or breach of any one Statement of Work shall not modify or constitute a breach of other Statement of Works unless otherwise agreed to in writing between the parties. From time to time, Affiliates of IMS and/or Company may, through the signing of a Statement of Work, agree to the performance of Services that incorporate by reference the terms of this Agreement. By such reference and incorporation, the IMS Affiliate shall be deemed to be "IMS" as used in this Agreement, and the Company Affiliate shall be deemed to be "Company," as used in this Agreement, solely with respect to the applicable Statement of Work. As used in this Agreement, the term "Affiliate" shall mean any corporation, partnership or other entity that directly or indirectly controls, is controlled by, or is under common control of the named Party. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of an entity.

(b) Responsibilities of IMS. IMS shall use commercially reasonable efforts to: (i) provide the Services in accordance with the terms hereof and as further set forth and described in the applicable Statement of Work; (ii) keep the Company advised of the status of the Services; and (iii) provide the Company with reports, descriptions, outline procedures and the like, as are appropriate to the nature of the Services, and which are described in the applicable Statement of Work.

(c) Conditions. IMS acknowledges that the Company operates in a regulated industry and as such must adhere to certain regulations governing the development, manufacture, sale, and distribution of pharmaceutical products. IMS agrees to comply with such regulations to the

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extent applicable to the performance of the Services hereunder, including, where applicable, the Federal Food Drug and Cosmetics Act (“FDCA”) and the regulations and guidance issued pursuant to that Act, as applicable, the Office of the Inspector General Compliance Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23,731), the Revised PhRMA Code on Interactions with Healthcare Professionals (effective January 1, 2009) and similar state or federal guidelines, as well as the SafeRx Amendment Act of 2008 and implementing regulations, as amended (“SafeRx Act”), the Prescription Drug Marketing Act of 1987, as amended (“PDMA”) and any final regulations or guidelines promulgated thereunder from time to time, the Medicare/Medicaid Anti-kickback Statute set forth at 42 U.S.C. §1320a-7b(b) and equivalent state laws and regulations (the “Anti-kickback Statute”), whether such laws and regulations are now or hereafter in effect, all other applicable federal, state and local regulations and guidance pertinent to the Services. IMS hereby also agrees to reasonably comply with the Company’s reasonable requests for information and data that the Company in its discretion deems necessary to comply with such applicable laws and regulations.

(d) Payment. In consideration of the Services provided to Company under each Statement of Work, Company shall pay to IMS the fees (“Fees”) and expenses based on the payment schedule set forth in each Statement of Work. Company shall pay each invoice within thirty (30) days of the date of each invoice. In no event shall Company deduct or set-off any amount(s) against any amount(s) owed to IMS without IMS’s prior written consent. If Company fails to pay any invoiced amount when due, IMS may charge in addition to the invoiced amount, interest at a rate of twelve percent (12%) per annum on the unpaid balance (or the maximum rate allowed by law, if such rate is less than twelve percent) beginning fifteen (15) days after the date due until such amounts are paid. To the extent not addressed in the Statement of Work, Company shall be responsible for all costs and expenses which are incurred as a direct result of the performance of the Services, including without limitation applicable costs and expenses related to travel and lodging, and acquisition of third party data, products, or services. Company shall have the exclusive responsibility for and agrees to pay all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies or other governmental charges relating to the payment of Fees hereunder, now in force or enacted in the future, except for taxes based on IMS’ income. The Fees are based on the scope of the project as defined in the Statement of Work. Any changes to the scope of the project must be agreed upon by the Parties and may result in adjustments to the amount of Fees or expenses and agreed upon in writing prior to any adjustments being effected.

2. Intellectual Property Rights and Permitted Uses.

(a) Ownership. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights) relating to any and all textual and/or graphical materials which are prepared uniquely and specifically for Company by IMS and provided to Company as deliverables under any Statement of Work (“Deliverables”). In addition, the Company hereby grants to IMS a non-exclusive, non-transferable limited license, without right to sublicense, to use the Deliverables and any other intellectual property the Company has authorized it to use in connection with the Services. Notwithstanding the foregoing, IMS shall be and remain the owner of all IMS Materials (as defined below), all of

which shall be deemed and treated as IMS Confidential Information (as defined below). IMS shall retain all right, title and interest, to the IMS Materials, including but not limited to, all Intellectual Property Rights therein, and no right, title or interest in any portion of the IMS Materials, or any modifications or enhancements thereto shall be conveyed to Company by providing such information to Company, except as expressly provided herein.

(i) As used herein, the term "IMS Materials" shall include, without limitation, (a) data, other than Company Data (as defined below), which is licensed to Company or used by IMS in performance of the Services, including without limitation any and all data or data marts in or relating to existing IMS databases, as well as data licensed to IMS by third parties including IMS Masterfile Data, and any information derived from IMS Data, including but not limited to summaries, aggregations, or analyses thereof ("IMS Data"); (b) any IMS Data which categorizes, classifies or identifies products, procedures, medical facilities, pharmacies, warehouses, distributors, prescribers or other entities, activities or persons, and any information derived therefrom ("IMS Masterfile Data"); (c) any written documentation and other textual and graphical material provided by IMS to Company, excluding Deliverables, in any form (including printed and machine-readable form) relating to any IMS Materials or Services; (d) IMS or third party computer programs (i.e., any set of statements, instructions, or objects to be used directly or indirectly in a computer in order to bring about a certain result) provided by IMS to Company and/or used by IMS in the performance of the Services and under the terms of this Agreement; (e) IMS' web-based tools made accessible to Company as part of the provision of Services and as may be further described in a Statement of Work; (f) any other IMS proprietary technology or intellectual property utilized in the performance of the Services, including without limitation IMS methodologies, computer programs, models, processes, research, work papers, hardware designs, know-how, concepts, discoveries, delivery mechanisms, copyrights, trademarks, patents, trade secrets, software tools, algorithms, templates, user interface designs, architectures, products, designs and schema for any network or system connectivity and all related materials and intellectual property worldwide compiled, developed, utilized, and/or obtained by IMS in performance of the Services, whether in printed, written, electronically reproduced or any other form, and whether owned by IMS or licensed to IMS, and all enhancements, derivatives, improvements, modifications or extensions of such technology conceived, reduced to practice or developed during the term of this Agreement, provided, however, that such improvements, modifications or extensions do not include any of Company's Intellectual Property or Company's Confidential Information; and (g) any other intellectual property which IMS owned prior to the commencement of this Agreement or created or developed in connection with the provision of the Services.

(ii) As used herein, the term "Intellectual Property Rights" shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

(iii) As used herein, the term "Company Data" shall mean data relating to Company which is (a) provided to IMS either directly by Company or by an authorized third party on behalf of Company and which is to be used in the performance of the Services and/or (b) generated or developed by IMS in the performance of primary research Services solely and specifically for Company.

(b) To the extent IMS Materials are delivered by IMS to Company in the provision of the Services, IMS shall grant Company a non-exclusive, non-transferable, royalty-free license, without the right to sublicense, to use the IMS Materials solely for Company's own direct internal benefit in connection with the Deliverables, and as provided under the terms of this Agreement and the applicable Statement of Work, provided however, Company will have no right to use such IMS Materials except as incorporated in such Deliverables. IMS reserves all rights in its IMS Materials that are not expressly licensed to Company hereunder.

(c) Company and IMS agree that it shall not:

(i) sub-contract, sub-license, distribute, assign or transfer, in whole or in part, any rights provided hereunder to the other Party's Intellectual Property and/or Confidential Information or any other right granted to either Party herein, to any third party without the prior express written consent of the other Party. Any attempt to assign, transfer, sub-contract or sub-license by either Party without such consent shall be void;

(ii) reverse engineer, modify, alter or analyze the other Party's Intellectual Property or Confidential Information for purposes of: (i) re-identifying methodologies, source code, object code, or processes used to produce the Services, or (ii) identifying or isolating the information associated with specific outlets, suppliers, prescribers, or other entities or individuals not explicitly identified in the Confidential Information provided to the other Party;

(d) Company agrees that it shall not:

(i) alter or remove any of the trademarks applied to any IMS Materials;

(ii) use the IMS Materials for any other purpose except as provided in this Agreement; or

(iii) use the IMS Materials after any termination by IMS of the applicable license granted under this Agreement due to Company's breach of or non-compliance with a material term of this Agreement.

3. Confidentiality.

(a) Confidential Information. "Confidential Information" shall include a Party's trade secrets, data, methodologies, technologies, processes, business plans, customer lists, and any other information provided by a Party hereunder which that Party identifies on or about the time of its disclosure as confidential or which by the nature or type of information should reasonably be regarded as confidential. For clarity, the Confidential Information of Company includes, without limitation, all Company Data, business, technical and financial data and

information about Company (including, without limitation, the identity of and information relating to Company's products, pricing, rebates, equipment, strategy, customers or employees) which IMS develops, generates, learns or obtains in connection with performing the Services or that are received by or for the Company in confidence (Company's Confidential Information"). The Confidential Information of IMS includes, without limitation, all IMS Materials and IMS Data ("IMS' Confidential Information").

(b) Each Party will hold in confidence and not disclose to any third party or use any of the Confidential Information of the disclosing Party, except as expressly authorized herein or in a Statement of Work. Each Party will use at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care. Each Party shall not disclose or provide to any third party the whole or any part of the other Party's Confidential Information, except as expressly provided under this Agreement or in any Statement of Work, or unless such disclosure is to a consultant or independent contractor of the other Party for use solely for the direct benefit of the receiving Party in accordance with the terms of this Agreement and such disclosure is expressly permitted by the disclosing Party in writing and such consultant or independent contractor shall be bound in writing by similar confidentiality obligations as set forth herein. Without limiting the preceding sentence, and for the sake of clarity, Company shall not disclose any IMS Data to any third party unless such disclosure is to a consultant or independent contractor of Company for use solely for the direct benefit of Company in accordance with the terms of this Agreement and such disclosure is (a) expressly permitted by IMS in writing and (b) made only after execution of an IMS Third Party Access agreement or an appropriate IMS agreement by each such consultant or contractor and IMS or any other required signatory parties. Upon termination and as otherwise requested by the disclosing Party, the receiving Party will promptly destroy or return to the disclosing Party all items and copies containing or embodying Confidential Information of the disclosing Party, except that each Party may keep its personal copies of its compensation records and this Agreement in its legal files.

(c) Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information which:

- (i) at the time of disclosure is within the public domain;
- (ii) after disclosure becomes a part of the public domain through no fault, act or failure to act, error, effect or breach of this Agreement by the receiving Party;
- (iii) is known to the receiving Party at the time of disclosure as evidenced in writing;
- (iv) is discovered or developed by the receiving Party independently of any disclosure by the disclosing Party as evidenced in writing;
- (v) is obtained from a third party who has acquired a legal right to possess and disclose such information.

(d) Neither Party shall disclose the Confidential Information of the other Party in legal proceedings unless compelled by a governmental authority or by order of a court competent jurisdiction to disclose any such Confidential Information, provided that the Party whose Confidential Information is to be disclosed is given prompt advance written notice thereof so that

such Party may seek an appropriate protective order with respect to its Confidential Information prior to such required disclosure, and further provided that the Party compelled to disclose such Confidential Information will reasonably cooperate with the other Party's efforts to seek such protective order.

(e) Equitable Relief. In the event of a breach or threatened breach by IMS of any provision of this Section 3, the non-breaching Party shall have the right to seek to have such obligation specifically enforced by a court of competent jurisdiction, including without limitation, the right to seek entry of restraining orders and injunctions (whether preliminary, mandatory, temporary or permanent) against a violation, threatened or actual, and whether or not continuing, of such obligation. It is hereby acknowledged and agreed that any such breach or threatened breach would cause irreparable injury to the non-breaching Party and that money damages would not provide adequate remedy. The non-breaching Party may pursue any such remedy available to it concurrently or consecutively in any order as to any such breach or violation and the pursuit of one of such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue any other of such remedies as to such breach or violation or as to any other breach, violation or threatened breach or violation.

(f) Except as required by law, neither Party will use the name of the other Party, nor of any employee of the other Party in connection with any publicity without the prior written approval of the other Party. The Parties recognize that it may be of mutual interest of the Parties to publish in journals or present at professional meetings material related to the Services. Neither Party will publish nor present material related to these Services without the prior review and approval of the other Party, such approval not to be unreasonably withheld. IMS will not include any information from or related to the Services that would reveal the Company's identity or specific details of the Services without the Company's review and written approval, such approval not to be unreasonably withheld.

4. Warranties, Representations, and Liability.

(a) IMS will perform the Services in a professional and workmanlike manner in accordance with the specifications set forth in each Statement of Work. Each Party warrants and represents that none of such Services or any part of this Agreement is or will be inconsistent with any obligation, which it or any of its employees may have to others.

(b) Each Party warrants and represents that it has all rights, title and interests in and to all computer programs, databases and other intellectual property needed to perform and/or receive the Services.

(c) Each Party warrants and represents that it is authorized to enter into this Agreement and provide and/or receive the Services specified in any Statement of Work.

(d) Any data or information provided by IMS in connection with this Agreement and the applicable Statement of Work will reflect or be based on data and information provided by Company or third parties. IMS will not be responsible for and disclaims any liability arising from any inaccuracy or incompleteness of such data or information. Any reliance on or decisions based on this data or information are Company's sole responsibility. For Services or

deliverables provided by IMS which contain forward-looking statements or projections, it is acknowledged by the Parties that such forward-looking statements or projections are subject to known and unknown risks, uncertainties, and other factors which could cause the actual results or performance to differ from such projections.

(e) Except as expressly provided herein, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(f) Company assumes sole responsibility for its use and selection of the Services and Deliverables provided hereunder, for the use of any deliverables by any third party to which Company provides such deliverables, and for the suitability of such Services and Deliverables to its needs and objectives. Company shall be under a continuing duty to mitigate any damages arising directly or indirectly out of its use of the Services including without limitation by notifying IMS in writing as soon as administratively practicable following the discovery of any error and cooperating with IMS to correct the same.

(g) Except for a Party's breach of the confidentiality or license grant provisions hereof, neither Party shall be liable for any incidental, consequential or special damages, including but not limited to, lost business or anticipated savings, lost profits or third party claims, whether foreseeable or not, even if IMS has been advised, or should have known of the possibility of such damages.

(h) IMS's total liability, if any, shall not exceed the total of two times (2x) the Fees (excluding VAT and pass-through third party expenses) paid by Company under this Agreement over the last twelve (12) months for the specific Service(s) directly related to such liability.

5. Compliance with the Law. Each Party will comply with all laws and regulations applicable to its operations insofar as they relate to the matters covered by this Agreement.

(a) IMS further represents and warrants that:

- (i) it shall materially comply with all international, federal, state and local laws and regulations applicable to its operations, including but not limited to, as applicable, (a) all applicable customs and import/export laws, including rules of origin marking, (b) those dealing with employment opportunity and affirmative action including Executive Order 11246 (Equal Opportunity), 38 U.S.C. § 4212(a) (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era), 29 U.S.C. § 793 (Affirmative Action for Workers with Disabilities), and (c) 42 U.S.C. §1320a-7b (Anti-Kickback Statute) and any amendment and applicable regulations pertaining thereto;
- (ii) it shall, to the extent applicable to its operations, comply with all terms of 48 C.F.R. § 52.244-6 (Subcontracts for Commercial Items and Commercial Components) (including the requirement of including this provision in

subcontracts awarded under this contract), 15 U.S.C. § 637 (d) (2) and (3) (Utilization of Small Business Concerns), and such provision is hereby incorporated into this Agreement as if fully set forth herein;

- (iii) pursuant to 48 C.F.R. § 52.209-6, neither it nor its principals was or is debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs. In the event that IMS, is debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs or convicted of a criminal offence related to the provision of health care items or services, IMS will notify Company immediately;
- (iv) it complies with and shall continue to comply with all applicable federal, state, local and other applicable laws, regulations, conventions or treaties prohibiting any form of child labor or other exploitation of children in the manufacturing and delivery of IMS's products or services;
- (v) any compensation paid by Company to IMS hereunder is for legitimate, bona-fide services, and that no portion of compensation, if any, paid by Company to IMS has been, or will be paid or pass through to any other person or entity, if such payment of pass through either does or could be construed as violating in any way the applicable provisions of the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1. et seq. including any administrative interpretations thereof. IMS further agrees that it will not make any payments, in cash or in kind, to or for the benefit of a representative of any customer to obtain business for Company or to obtain governmental concessions or favourable rulings for Company, or for any other purpose prohibited by applicable law;
- (vi) IMS shall not conduct or condone any of the following practices in relation to this Agreement to the extent such practices are prohibited by applicable law: (a) agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin or nationality; (b) furnishing information about the race, religion, sex or national origin of another person, unless required by local law; or (c) paying or otherwise implementing letters of credit that include requirements to take boycott-related actions prohibited by U.S. anti-boycott regulations; and

Any breach by it or any of its directors, officers, or employees of the aforesaid representations and warranties shall be deemed a material breach of this Agreement and shall not prejudice any claims which Company may have against IMS for damages which may arise as a result of said breach, pursuant to the terms of this Agreement.

6. Indemnification.

(a) Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party, and its respective officers and employees, (the “Indemnified Party”) for any and all claims, actions, and proceedings brought by any unaffiliated third-party against the Indemnified Party (“Third Party Claim”), and from and against any amounts payable by the Indemnified Party under any judgment, verdict, court order or settlement incurred as a result of such Third Party Claim, to the extent arising out of the Indemnifying Party’s infringement of such third party’s United states patent, trademark, or copyright, provided, however, that the Indemnifying Party hereunder shall have no obligation with regard to any claim, action to proceeding to the extent that it arises from the negligence or willful misconduct of the Indemnified Party.

(b) The Indemnifying Party shall pay all damages and costs awarded against the Indemnified Party as a result of the foregoing, but shall not be responsible for any cost, expense or compromise incurred or made by the Indemnified Party without the Indemnifying Party’s prior written consent. The above indemnification, as it may apply to indemnification by Company of IMS, also shall apply to any such claim, action, or proceeding resulting from any violation by Company of its obligations under this Agreement regarding the use and protection of the IMS Data.

(c) The indemnities in this Paragraph 5 are contingent upon: (i) the Indemnified Party promptly notifying the Indemnifying Party in writing of any claim which may give rise to a claim for indemnification hereunder; (ii) the Indemnifying Party being allowed to control the defense and settlement of such claim; and (iii) the Indemnified Party providing the Indemnifying Party with full information and assistance for the investigation, defense and settlement of any such claim and cooperating with all reasonable requests of the Indemnifying Party, at the Indemnifying Party’s expense, in investigating, defending or settling such claim. The Indemnified Party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

(d) If, in the opinion of IMS, any of the IMS Materials or Services is likely to or does become the subject of an action for infringement of a patent, copyright, trade secret or other intellectual property right, IMS, at its sole option, may obtain for Company the right to the continued use thereof, or modify the infringing item(s) to be non-infringing, or terminate or remove the infringing item(s) involved and refund to Company the amounts paid therefor, as depreciated or amortized by an equal annual amount over the term of the license for the infringing item(s) under this Agreement, but in any case not more than a period of three (3) years from the commencement of the license under this Agreement.

(e) IMS shall have no liability under any provision of this indemnification provision if any alleged infringement or claim relating thereto is based upon the use of IMS Materials in connection or combination with data, databases, software or equipment not supplied by IMS.

(f) The terms and conditions of this indemnification provision shall survive termination of this Agreement for a period of three (3) years.

7. Insurance. IMS shall, at its own cost and expense, obtain and maintain in full force and effect all necessary insurance in accordance with industry standards during the term of this Agreement. IMS shall, within seven (7) days of Company's written request therefor, furnish to the Company, a Certificate of Insurance as evidence of the foregoing insurance, which shall provide for thirty (30) days' prior written notice to the Company in the event of cancellation or any material change in such insurance. To the extent IMS subcontracts the performance of any Services hereunder, IMS will be responsible for the performance of such Services by such subcontractor(s).

8. Term and Termination.

(a) This Agreement shall commence as of the Effective Date and continue until the later of: (i) two (2) years thereafter; or (ii) the completion of any active Statement of Work. The term of individual projects shall be set forth in the applicable Statement of Work and end upon the completion date set forth in the Statement of Work and upon final payment by the Company to IMS, unless sooner terminated in accordance with the terms hereof.

(b) If either Party materially breaches a material provision of this Agreement, the other Party may terminate this Agreement upon thirty (30) days' written notice unless the breach is cured within the notice period. Company also may terminate this Agreement or any Statement of Work at any time, with or without cause, upon fifteen (15) business days' notice. Company shall upon termination promptly pay IMS all unpaid amounts due for Services completed prior to termination and for resources and expenses which IMS has irrevocably committed to performance of the Services and any activities necessary to conduct an orderly winding down of the Services. In addition, IMS shall have the right in such circumstances to set-off any amounts owed to it (other than those amounts which Company has disputed in good faith) against any prepayments made by Company in respect of the Services. If this Agreement or any Statement of Work is terminated due to a material breach by Company, and such termination occurs before any interim or final Deliverable is completed by IMS, Company shall be deemed to have waived any right to receive Deliverables or other materials or information that have been generated as a result of such Services. Sections 2 through 11 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. Company may communicate such obligations to any other (or potential) client or employer of IMS.

9. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each Party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. IMS is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance

10. Assignment. This Agreement and the services contemplated hereunder are personal to IMS and IMS shall not have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void.

11. Notice. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or upon receipt when sent by a reputable overnight courier or by prepaid certified or registered U.S. mail return receipt requested to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice. If to Company, an additional copy shall be sent to: Actavis Inc., 60 Columbia Road, Building B, Morristown, New Jersey 07960, Attn: Legal Department. If to IMS, an additional copy shall be sent to: IMS Health Incorporated, 660 West Germantown Pike, Plymouth Meeting, PA 19462, Attn: Law Department.

12. Audit. IMS agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information in the IMS's possession relating to this Agreement (collectively, "Records"). The Records shall be maintained in accordance with the applicable laws and recognized commercial accounting practices and retained during the term of this Agreement and thereafter for a period of three (3) years after the term of this Agreement. IMS agrees to provide Company with copies of the relevant Records, upon Company's reasonable written request, but no more than once in any twelve (12) month period. In the event that IMS incurs any third party costs in connection with the reproduction of any voluminous Records requested by Company, Company agrees to pay the costs of such reproduction. Any Records, copies thereof, or other information provided by IMS to Company under this paragraph shall be treated as the Confidential Information of IMS. Notwithstanding anything to the contrary in this paragraph, IMS shall have no obligation to provide Company with access or information pertaining to any of IMS's existing databases.

13. Force Majeure. Neither Party will be liable for any delay or failure to perform (other than payment obligations) as required by this Agreement, to the extent such delay or failure to perform is due to circumstances reasonably beyond either Party's control ("Force Majeure"). If any such Force Majeure event and resulting inability to perform continues for more than ninety (90) days, then the Party whose performance has not been prevented or delayed as a result of the Force Majeure event, or either Party if both Parties' performance(s) have been prevented or delayed as a result of the Force Majeure event, may terminate this Agreement upon written notice to the other.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

15. Governing Law. This Agreement shall be governed by the laws of the State of New York, excluding any provisions of law that would lead to the application of any law other than the laws of the State of New York. Notwithstanding the foregoing, the Parties agree that each Party has the right to seek, to the extent permitted under the laws of any relevant jurisdiction,

temporary or permanent injunctive or other similar relief in any other court or other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other injunctive relief.

16. Non-Solicitation. Each party agrees that, without the prior written consent of the other party, its United States employees having direct involvement in its relationship with the other party as a result of Services performed pursuant to this Agreement (“Directly Involved Employees”) shall not solicit for employment or offer to employ any United States employee of the other party which has a direct relationship with any Directly Involved Employees as a result of Services performed pursuant to this Agreement (“Protected Employees”). The restriction in the preceding sentence shall remain in effect during the period in which such Protected Employee(s) perform Services hereunder and for a period of six (6) months following the completion of such Services by the Protected Employee(s). In the event of breach by either party of its obligations set forth in the immediately preceding sentence, (a) the breaching party, may, at its option, terminate the employee, and in the event of such termination, the non-breaching party shall not be entitled to monetary damages hereunder with respect to such breach, and (b) such breach shall not constitute a “material breach” by the breaching party of its obligations under this Agreement. The following shall not be deemed solicitation for purposes of this Agreement: placing job related advertisements, notices or postings in any form of media (e.g. newspapers, websites, etc, whether written or electronic), recruiter solicitations so long the recruiting party did not identify Protected Employees of the other party as targets for the recruiter, hiring or making offers to persons responding to any of the foregoing, and/or persons who contact a party on an unsolicited basis.

17. Miscellaneous. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement and the Exhibits appended hereto constitute the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any Exhibit annexed hereto, the terms and conditions of this Agreement shall govern. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

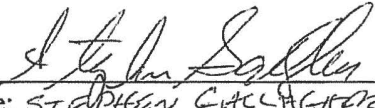
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

IMS HEALTH INCORPORATED

By: 
Name:
Title:

ACTAVIS INC.

By: 
Name: STEPHEN CACCHIONE
Title: VP Finance

**AMENDMENT TO
MASTER SERVICES AGREEMENT
DATED OCTOBER 19, 2009**

This Amendment (the "Amendment"), effective as of the 19th day of October 2011 ("Amendment Effective Date"), by and between Actavis Inc., a Delaware corporation, with a place of business at: 60 Columbia Road, Building B. Morristown, NJ 07960 (hereinafter referred to as "Actavis" or the "Company"), and IMS Health Incorporated, a Delaware corporation located at 200 Campus Drive, Collegeville, PA 19426 (hereinafter referred to as "IMS" or "IMS"), hereby modifies and/or supplements the Master Services Agreement between Actavis and IMS dated October 19, 2009 ("Agreement") as hereinafter set forth.

The parties, intending to be legally bound hereby, agree as follows:

1. **Term and Termination.** Section 8(a), first sentence, shall be deleted in its entirety and replaced with: "This Agreement shall commence as of the Effective Date and continue until the later of (i) four (4) years thereafter; or (ii) the completion of any active Statement of Work."
2. **Notices.** Section 11, Notice, last sentence, shall be deleted in its entirety and replaced with: "If to IMS, an additional copy shall be sent to: IMS Health Incorporated, 200 Campus Drive, Collegeville, PA 19426, Attn: Law Department."

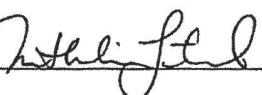
3. **Miscellaneous Amendment Provisions:**

If any terms of this Amendment are in conflict with any terms of the Agreement, the terms of this Amendment shall prevail and govern.

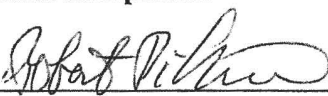
- (a) Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.
- (b) Except as herein modified or supplemented, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Actavis and IMS have signed this Amendment through their respective authorized representatives.

Actavis Inc.

BY: 
NAME: NATHALIE LEITCH
TITLE: DIRECTOR SPECIALTY Rx PRODUCTS
DATE: FEB 13, 2012

IMS Health Incorporated

BY: 
NAME: ROBERT DICHIARA
TITLE: VP, mms
DATE: 2/14/12