## TENTH AMENDMENT TO SERVICE AGREEMENT

THIS TENTH AMENDMENT TO SERVICE AGREEMENT (this "Amendment") is entered into January 10, 2012 ("Amendment Effective Date") between **Source Healthcare Analytics**, **LLC** (formerly Source Healthcare Analytics, Inc.) with its principal place of business at 2390 East Camelback Road, Phoenix, Arizona 85016 ("SHA"), and **ACTAVIS INC.**, having its principal place of business at 60 Columbia Road, Bldg B, Morristown, New Jersey 07960 ("Client").

## **RECITALS**

WHEREAS, Client and SHA entered into that certain Service Agreement dated October 1, 2004, as amended by the First through Ninth Amendments (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend certain terms of the Agreement, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Extend Phast Audit Suite. At Client's request, SHA will extend delivery of Client's current monthly Phast Audit Suite Services for three (3) months through the December 2011 data month.
- 2. <u>Extend Source Prescriber Service</u>. At Client's request, SHA will extend delivery of Client's current monthly Source Prescriber Services for an additional six (6) months from January 2012 through the June 2012 data month.
- 3. Pricing. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

| SERVICES              | Data Months  October 1, 2008 – September 30, 2009 | Data Months October 1, 2009 – September 30, 2010 | Data Months  October 1, 2010 –  December 31, 2011 | Data Months  January 1, 2012 - December 31, 2012 |
|-----------------------|---|--|---|--|
| PHAST National Trends | \$41,344  | \$43,411   | \$57,547  | N/A  |

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PLAINTIFFS TRIAL EXHIBIT
P-04863\_00001

| SERVICES   | Data Months  October 1, 2008 – September 30, 2009 | Data Months  October 1, 2009 – September 30, 2010 | Data Months  October 1, 2010 - December 31, 2011 | January 1,<br>2012 -<br>December 31,<br>2012 |
|--|---|---|--|--|
|  |   |   |  |  |
| Monthly Audit  |   |   |  |  |
| TOTAL FEE*   | \$41,344  | \$43,411  | \$57,547   | N/A  |
| Addition of Weekly Source<br>Projected LaunchTrac (March<br>27, 2009 – September 18,<br>2009)  | \$170,393   | N/A   | N/A  | N/A  |
| TOTAL FEES* AS OF 2 <sup>nd</sup><br>AMENDMENT   | \$211,737   | \$43,411  | N/A  | N/A  |
| Addition of competitive products<br>to Weekly LaunchTrac for<br>Kadian deliverable (June 5,<br>2009 - September 25, 2009                   | \$33,546  | N/A   | N/A  | N/A  |
| Addition of Source Prescriber<br>(September 2009 data month –<br>April 2010 data month)  | N/A   | \$205,174   | N/A  | N/A  |
| TOTAL FEES* AS OF 4 <sup>th</sup><br>AMENDMENT   | \$245,283   | \$248,585   | N/A  | N/A  |
| Removal of all competitive products with the exception of Embeda from Source Prescriber (December 2009 data month – April 2010 data month) | N/A   | (\$32,045)  | N/A  | N/A  |
| Addition of Ad Hoc Fund  | N/A   | \$32,045  | N/A  | N/A  |
| TOTAL FEES* AS OF 5 <sup>th</sup><br>AMENDMENT   | \$245,283   | \$248,585   | N/A  | N/A  |
| Extend Source Prescriber with competitive products (May 2010-December 2010 data months)  | N/A   | \$154,000   | \$92,400   | N/A  |
| Deduct from Ad Hoc Fund  | N/A   | (\$32,045)  | N/A  | N/A  |
| TOTAL FEES* AS of 6 <sup>th</sup><br>AMENDMENT   | \$245,283   | \$370,540   | \$92,400   | N/A  |
| Extend Source Prescriber with competitive products Jan 2011-   | N/A   | N/A   | \$184,800  | N/A  |

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| SERVICES   | Data Months October 1, 2008 – September 30, 2009 | Data Months October 1, 2009 – September 30, 2010 | Data Months  October 1, 2010 –  December 31, 2011 | Data Months  January 1, 2012 - December 31, 2012 |
|--|--|--|---|--|
| June 2011 data months)   |  |  |   |  |
| Extend Phast October 2010-<br>September 2011   | N/A  | N/A  | \$45,582  | N/A  |
| TOTAL FEES AS of 7 <sup>th</sup><br>AMENDMENT*   | \$245,283  | \$370,540  | \$322,782   | N/A  |
| One-time Dynamic Claim ad hoc reports  | N/A  | N/A  | \$64,500  | N/A  |
| TOTAL FEES AS of 8th<br>AMENDMENT*   | \$245,283  | \$370,540  | \$387,282   | N/A  |
| Extend Source Prescriber with competitive products (July 2011-December 2011 data months) | N/A  | N/A  | \$184,800   | N/A  |
| TOTAL FEES AS of 9th<br>AMENDMENT*   | \$245,283  | \$370,540  | \$572,082   | N/A  |
| Extend Source Prescriber with competitive products (January 2012-June 2012 data months)  | N/A  | N/A  | N/A   | \$184,800  |
| Extend Phast October 2011 –<br>December 2011 data month                                  | N/A  | N/A  | \$11,965  | N/A  |
| TOTAL FEES AS of 10th<br>AMENDMENT*  | \$245,283  | \$370,540  | \$584,047   | \$184,800  |

<sup>\*</sup> The above fees shall be held constant unless SHA incurs an increase in data acquisition costs greater than 6% for the most recent calendar year prior to the then current contract year. Should this occur, fees for database Services provided in this Agreement shall be increased by 1% for each 1% increase in data acquisition costs over 6%; provided, however that such fee increase will not exceed 12%.

4. Payment. The extension of Service price excludes any applicable sales or other taxes, data agent license fees or royalties or other similar costs. The full cost of the Extended Service described within this Amendment will be invoiced to Client upon SHA's receipt of the Client signature of this Amendment. Any changes to the Services requested by Client may incur additional charges, which will be quoted separately, and may impact the delivery schedule.

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- 4. Term. The first sentence of Section 3.1 of the Agreement is hereby amended as follows:
  - 3.1 The term of this Agreement shall begin on October 1, 2004 and shall continue through October 31, 2012 (the "Term").
- 5. Ratification. The Agreement, as expressly modified by this Amendment, is hereby ratified and confirmed by SHA and Client. Except as amended by this Amendment the Agreement shall remain unchanged and shall be in full force and effect. For purposes of this Amendment, Client acknowledges and agrees that the use of any Wolters Kluwer Pharma Solutions (WKPS) reference and logo is for marketing and branding purposes only and that Source Healthcare Analytics, Inc. and Client are the only contracting parties under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

ACTAVIS INC.

Printed Name: TERRENCE FULLEM Title: VP COMMERCIAL DVP.

| Ву:     | Ba    |                 |  |
|---------|-------|-----------------|--|
| Printed | Name: | Bob Jansen      |  |
| Title:  |       | President & CCO |  |
|         |       |                 |  |

SOURCE HEALTHCARE ANALYTICS, LLC

Legal Dept

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CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER