P-19980

Please note the unredacted version of this document will be used at trial. See attached letter agreement between parties from September 14, 2021 regarding IQVIA fee agreements. The unredacted version has been provided to counsel for the respective party.

P-19979

Please note the unredacted version of this document will be used at trial. See attached letter agreement between parties from September 14, 2021 regarding IQVIA fee agreements. The unredacted version has been provided to counsel for the respective party.

P-19980 contains page 1 of 20 through page 9 of 20 (WAGMDL00710241- WAGMDL 00710249) of the attached agreement.

P-19979 contains page 10 of 20 through 20 of 20 (WAGMDL00710230- WAGMDL00710240) of the attached agreement.

SHOOK
HARDY & BACON

September 14, 2021

Patrick L. Oot

1800 K Street NW
Suite 1000
Washington, D.C. 20006
t 202.783.8400
dd 202.639.5645
f 202.783.4211
oot@shb.com

VIA ELECTRONIC MAIL

Anthony D. Irpino
Irpino, Avin & Hawkins
2216 Magazine St.
New Orleans, LA 70130
T: 504.525.1500
F: 504.525.1501

Re: *In re National Prescription Opiate Litigation*, MDL No. 2804

Dear Anthony:

This letter will serve as a response to Plaintiffs' request to utilize certain contracts and statements of work ("the documents") in unredacted form on a limited and protected basis and pursuant to Case Management Order No. 2: Protective Order, entered May 15, 2018, and the Amendments to Case Management Order No. 2, entered September 29, 2019 (collectively "the Protective Order"). The documents were provided by IQVIA to Defendants for production to Plaintiffs pursuant to Discovery Rulings in the above-referenced litigation ("the litigation"), and produced by Defendants to Plaintiffs. The documents include the following beginning Bates numbers:

Beginning Bates No.
CVS-MDLT1-000119294
CVS-MDLT1-000119318
CVS-MDLT1-000119340
CVS-MDLT1-000119346
CVS-MDLT1-000119363
CVS-MDLT1-000119381
WAGMDL00710219
WAGMDL00710230
WAGMDL00710241
WAGMDL00710250
WMT_IQVIA_MDL_000000001

Each of the documents contain confidential and commercially sensitive pricing information that is IQVIA Confidential Commercial Information ("IQVIA CCI"). As we discussed with Plaintiffs during our August 27, 2021 meet-and-confer, pricing information is highly confidential and proprietary, the disclosure of which to the public, including IQVIA's competitors, would be highly prejudicial to IQVIA. Even the sharing of IQVIA CCI amongst the

individual Defendants in the litigation would have significant negative consequences to IQVIA's business, the value of which cannot be calculated.

Nevertheless, in the spirit of cooperation and in efforts to protect IQVIA CCI, IQVIA will agree to re-produce the documents in unredacted form subject to the following:

- IQVIA will agree to re-produce each of the documents in unredacted form directly to Plaintiffs' Counsel in the litigation with the following confidentiality branding: "Judge/Jury/Attorneys' Eyes Only".

- Plaintiffs' Counsel agree that while the re-produced documents may be used for the purpose of trial, any public filing or display will include only the redacted version that was previously produced by Defendants.

- Plaintiffs' Counsel agree to not provide the unredacted documents to anyone outside of counsel for the individual Defendant who originally produced the document in redacted form and Plaintiffs' Counsel.

Subject to your agreement to the foregoing, IQVIA will consent to your request and re-produce each of the documents in unredacted form. If the above terms are acceptable, please counter-sign a copy of this letter where indicated and return it to my attention. We appreciate your cooperation.

Best Regards,

Patrick L. Oot
Partner

Acknowledged and Agreed By:

Plaintiffs' Counsel Representative on behalf of the PEC in *In re National Prescription Opiate Litigation, MDL No. 2804* and related cases.

SIGNATURE:

NAME: ANTHONY IRPINO

TITLE: ATTORNEY

FIRM: IRPINO, AVIN, HAWKINS

DATE: 9/15/2021

ims

DATA ACQUISITION AGREEMENT FOR CHAIN RETAIL PHARMACY DATA AND SALES DATA ("AGREEMENT")

This Data Acquisition Agreement ("Agreement") replaces the following agreements between the parties and is effective as of this 1st day of May, 2010 ("Effective Date"):

(a) the License Agreement dated February 15, 2001 for Prescription Data, and all amendments thereto; and
(b) the License Agreement for sales and inventory data dated January 1, 1992 and all amendments thereto.

Supplier Name and Address: Walgreen Co., on behalf of itself and certain of its Affiliates, 1411 Lake Cook Road, Deerfield, IL 60015
Purchaser Name and Address: IMS Health Incorporated, 200-400 Campus Drive, Collegeville PA 19426 and its Affiliates

Data: Prescription Data, Sales Data, Masterfile Data, APLD, and Restricted Data during Complete Data Term (below).

Complete Data Term: *Start Date:* Effective Date *End Date:* September 30, 2013

Data Delivery Period and Delivery Schedule:

☐ Prescription Data and Sales Data shall be submitted daily. A daily Data Period shall comprise of **one (1)** calendar day period **(24 hours)** beginning at **12:00:00 a.m. EST** and ending at **11:59:59 p.m. EST** on the same day. Prescription Data and Sales Data from each daily Data Period shall be delivered to IMS on or before a Processing Deadline of **10:00 a.m. EST** on the immediately following calendar day. The Production Deadline for each daily Data Period shall be no later than **2:00 p.m. EST** on the immediately following calendar day. Masterfile Data shall be submitted monthly and delivered by the **eighth (8th)** day of the calendar month immediately following the previous calendar month.

☒ Prescription Data and Sales Data shall be submitted weekly. A weekly Data Period means a **seven (7)** day period of time beginning at **12:00:00 a.m. EST** on Saturday and ending on the immediately following Friday at **11:59:59 p.m. EST.** Prescription Data and Sales Data from each weekly Data Period shall be delivered to IMS on or before the Processing Deadline of **11:59:59 p.m. EST** on the Monday immediately following such weekly Data Period. The Production Deadline for each weekly Data Period shall be no later than **9:00 a.m. EST** on the Wednesday immediately following the preceding weekly Data Period. Masterfile Data shall be submitted monthly and delivered by the **eighth (8th)** day of the calendar month immediately following the previous calendar month. In the event that SUPPLIER is unable to deliver the Prescription Data and Sales Data on a daily basis, then SUPPLIER shall use commercially reasonable efforts during the term of this Agreement to convert to a daily delivery schedule.

Payment Rate for Data:

Prescription Data: [redacted]

Sales Data: [redacted]

Payment shall occur on a monthly basis and payment at the applicable rate shall be determined in accordance with **Paragraph 5** of this Agreement.

Data Fee Adjustments due to Late Delivery:

☐ For any daily Data Period, if Prescription Data and Sales Data is received by IMS after the Processing Deadline and at least **two (2)** hours before the Production Deadline, and the Prescription Data and Sales Data is used in the day's processing of IMS' products and services, then IMS may elect to reduce the next monthly payment by [redacted] For any daily Data Period, if the Prescription Data and Sales Data is received after the Production Deadline or less than **two (2)** hours before the Production Deadline, then IMS may elect to reduce the next monthly payment by [redacted]

☒ For any weekly Data Period, if Prescription Data and Sales Data is received by IMS after the Processing Deadline and at least **five (5)** hours before the Production Deadline, and the Prescription Data and Sales Data is used in the day's processing of IMS' products and services, then IMS may elect to reduce the next monthly payment by [redacted] For any weekly Data Period, if the Prescription Data and Sales Data is received after the Production Deadline or less than **five (5)** hours before the Production Deadline, then IMS may elect to reduce the next monthly payment by [redacted]

Summary of Data Fee Adjustments Due to Late Delivery (this table summarizes the late delivery adjustments defined above)

Data Period	% Reduction in Monthly Payment	Late Delivery Circumstances
Daily	[redacted]	After Processing Deadline, but received **2** or more hours before Production Deadline
Daily		After Production Deadline or received less than **2** hours before Production Deadline
Weekly		After Processing Deadline, but received **5** or more hours before Production Deadline
Weekly		After Production Deadline or received less than **5** hours before Production Deadline

IN WITNESS WHEREOF, and intending to be legally bound, IMS and SUPPLIER have caused this Agreement to be duly executed by authorized representatives of the parties.

IMS Health Incorporated:

BY: HSAOK

NAME: HOSSAM SAOK

TITLE: G.M. Business Lines

DATE: December 14, 2010

SUPPLIER: Walgreen Co.

BY: F P. D86

NAME: Frank P. DeStefano

TITLE: Group VP, Rx Purchasing + Supply Chain

DATE: December 29 2010

Legal 4cw

mb(ww)

DATA ACQUISITION AGREEMENT FOR CHAIN RETAIL PHARMACY DATA AND SALES DATA

TERMS AND CONDITIONS

This Agreement is entered into by and between Walgreen Co. on behalf of itself and certain of its retail Affiliates (**"SUPPLIER"**) and IMS Health Incorporated (**"IMS"**). Further, any previous agreements for data acquisition between IMS and a New Pharmacy will automatically terminate upon the New Pharmacy Effective Date

1. **Definitions**. As used in this Agreement, the following terms shall have the following meaning:

a. "Affiliate" shall mean, with respect to a party, an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. "Control" as used for the purpose of this definition shall mean having the power to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

b. "Anonymized Patient-Level Data" or "APLD" is a subset of Prescription Data that is Useable Data and has been Encrypted by the Algorithm Technologies described in the attached **Exhibit B, *Anonymized Patient-Level Data Addendum***, and includes the data elements indicated as "required" in **Section 1 of Exhibit A-1** under the heading "Encrypted Data Elements".

c. "Data" refers collectively to Anonymized Patient-Level Data, Sales Data, Prescription Data, Masterfile Data, and Restricted Data.

d. "Data Period" refers to either a daily, weekly or monthly period of time as more specifically identified above under the title "Data Delivery Period and Delivery Schedule."

e. "De-identified" means the process by which the Prescription Data is converted in accordance with the terms of this Agreement so as to meet the standard for de-identification set forth in 45 CFR Section 164.514(a) and 45 CFR 164.514(b)(i)-(ii) and all applicable successor regulations and will no longer constitute Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Data shall be deemed to be "De-identified" when it meets this De-identification standard.

f. "Encrypted" refers to an encoding process which utilizes IMS' vendor's encryption software in order to create De-identified patient-anonymized information from prescription records.

g. "Facility" refers to any warehouse or other physical location (including but not limited to distribution facilities, depots or storage facilities, and central fill and refill pharmacy facilities) which is controlled by or under common control with SUPPLIER (including any control maintained through a contractor, franchise or other contractual relationship), either directly or indirectly, from which drug products are shipped or transferred to any third parties (other than directly to the consumers of such products) or to another Facility. A Facility shall also include all warehouses or such other physical locations, which become controlled by or under the common control with SUPPLIER (including any control maintained through a contractor, franchise or other contractual relationship), either directly or indirectly, after execution of this Agreement (each a "New Facility"). Notwithstanding the foregoing, in the event a warehouse is owned by a distinct corporate entity other than SUPPLIER and such corporate entity is subject to a written agreement (other than this Agreement) to provide Data to IMS, then such warehouse shall not be included in any reference to a "Facility" and shall not be subject to the terms of this Agreement until: (i) such warehouse provides its Data to IMS in one central submission for each Data Period together with the Data of all other Facilities; (ii) IMS has received the central submission of such warehouse together with all other Facilities for a minimum of three months, or for such time as IMS may reasonably require to confirm the accuracy of the central submission; and (iii) the data from such warehouse is otherwise in compliance with all the terms of this Agreement.

h. "Law" shall mean any applicable United States federal, state, or local law, statute, regulation, ordinance, order, judgment, decree, rule or other applicable governmental or judicial restriction or requirement, and any judicial or administrative interpretation or determination with respect thereto.

i. "Masterfile Data" refers to information pertaining to SUPPLIER's product master files and such other information as is reasonably required by IMS in order to decode or interpret any of the Data provided by SUPPLIER pursuant to this Agreement; provided, however, under no circumstances shall such data include any information which would permit IMS to identify an end-user of any pharmaceutical product. Masterfile Data shall include but not be limited to all of the Masterfile Data elements referred to in **Section 2** of **Exhibit A-1, Prescription Data Elements.**

j. "New Facility" refers to facilities, which become controlled, franchised or majority owned, either directly or indirectly, by SUPPLIER after execution of this Agreement. SUPPLIER will provide notification to IMS of any applicable New Facility and when the New Facility will begin providing Data elements.

k. "New Pharmacy" refers to retail pharmacies, which become controlled, franchised or majority owned, either directly or indirectly, by SUPPLIER after execution of this Agreement. SUPPLIER will provide notification to IMS of any applicable New Pharmacy and when the New Pharmacy will begin providing Data elements ("New Pharmacy Effective Date").

l. "Outlet" refers to each location to which

Facilities deliver or ship prescription drugs and/or over-the-counter drugs, including, but not limited to doctors, nursing homes, oncology laboratories, radiology laboratories, individual hospitals, warehouses and retail stores.

m. "Pharmacies" refers to (i) all retail pharmacies that utilize SUPPLIER's pharmacy platform and are controlled, franchised, or majority-owned, either directly or indirectly, by SUPPLIER, and (ii) all New Pharmacies upon the New Pharmacy Effective Date.

n. "Prescription Data" refers to De-identified information pertaining to prescription drugs and diabetic supplies dispensed through SUPPLIER's Pharmacies, which during the term of this Agreement, is created or obtained by SUPPLIER in the ordinary course of business. Prescription Data shall be limited to (1) the Pharmacies defined herein and (2) the Non-Encrypted Data Elements and Encrypted Data Elements referred to in **Section 1** of **Exhibit A-1, Prescription Data Elements** attached to this Agreement. For the sake of clarity, the parties acknowledge that "Prescription Data" does not include "Non-Retail Data" as such term is defined in the License Agreement between the parties dated January 1, 1992 as amended and restated in the DATA ACQUISITION AGREEMENT FOR NON-RETAIL (MAIL ORDER, SPECIALTY AND LONG-TERM CARE) PHARMACY DATA effective October 31, 2009 (the "Non-Retail Agreement"). For purposes of clarity, APLD is a type of Prescription Data.

o. "Processing Deadline" refers to a cut-off date and time for each Data Period by which SUPPLIER must deliver Sales Data and Prescription Data to IMS for processing as more specifically identified above under the title "Data Delivery Period and Delivery Schedule".

p. "Production Deadline" refers to a cut-off date and time for each Data Period in which IMS must receive the Sales Data and Prescription Data from SUPPLIER in order to incorporate such data in IMS's products and services as more specifically identified above under the title "Data Delivery Period and Delivery Schedule".

q. "Sales Data" refers to the information pertaining to any and all sales, consignments, drop shipments, exchanges, transactions, transfers or any other kind of shipment or conveyance of prescription drugs and/or over-the-counter drugs, cosmetics, toiletries, beauty-aids and similar products between or among Facilities or SUPPLIER or between a Facility and any Outlet and/or Pharmacy, which information is created or obtained by SUPPLIER or certain of SUPPLIER's subsidiaries or Affiliates during the term of this Agreement and provided to IMS by SUPPLIER or its authorized agent under the terms of this Agreement. Sales Data shall reflect the recipient/destination of the applicable product and shall be limited to the Sales Data elements set forth in **Exhibit A-2, DDD Data Elements**.

r. "Useable Data" refers to any Data provided by SUPPLIER under this Agreement which (i) is provided in accordance with the terms of this Agreement, (ii) conforms to the data edit criteria then employed by IMS for the respective Data Period, and (iii) is accurate and provided on a timely basis.

2. Data.

SUPPLIER hereby agrees to sell to IMS and IMS hereby agrees to purchase the Data elements described in **Exhibit A-1 and A-2** (collectively "Exhibit A") attached to this Agreement in accordance with the terms of **Paragraph 3**; provided, however, that SUPPLIER will not supply any Data elements that would violate any applicable Law or would require a material change to SUPPLIER's computer hardware and/or software. In the event that SUPPLIER discloses any Data or all or a portion of a Data element that relates to an individual patient and is not in compliance with **Exhibit A** ("Non-Compliant Data"), IMS shall notify SUPPLIER within two (2) business days, or sooner as required by applicable Law, of IMS's detection and confirmation of receipt of Non-Compliant Data and use the Non-Compliant Data solely for the purpose of modifying the Non-Compliant Data received from SUPPLIER to ensure the Non-Compliant Data is in conformity with the specifications set forth in **Exhibit A** and all such Non-Compliant Data is De-identified to the mutual satisfaction of both IMS and SUPPLIER and in accordance with the terms of this Agreement. Both parties will handle and use all Data in accordance with applicable Law.

3. **Delivery of Data**

a. **Data**

(i) **Prescription Data.** SUPPLIER agrees to provide IMS with all Prescription Data for the Pharmacies, as set forth in **Exhibit A-1.** The Prescription Data shall contain all of the Prescription Data elements for each prescription dispensed in each of the Pharmacies during the Data Period and all of the Masterfile Data elements described herein. SUPPLIER agrees to deliver the Data to IMS for each Data Period during the dates identified on the first page of this Agreement under "Complete Data Term". SUPPLIER shall notify IMS of the New Pharmacy Effective Date. SUPPLIER shall treat such New Pharmacy as a "Pharmacy" under the terms of this Agreement as of the New Pharmacy Effective Date

(ii) **Sales Data.** SUPPLIER agrees to provide IMS with all Sales Data for each of the Facilities. The Data shall contain all of the Sales Data Elements identified in **Exhibit A-2** for each transaction involving a Facility during the Data Period. SUPPLIER agrees to deliver the Sales Data to IMS for each Data Period during the dates identified on the first page of this Agreement under "Complete Data Term". SUPPLIER shall notify IMS of New Facilities, indicating the date by which SUPPLIER shall begin delivering Data under this Agreement for each New Facility.

b. SUPPLIER shall deliver the Data to IMS in accordance with the delivery schedule described on the first page of this Agreement under the "Data Delivery Period and Delivery Schedule." Supplier shall deliver the Data to IMS via on-line transmissions utilizing public or private networks ("FTP"), or such other similar manner as the parties may agree upon.

c. If SUPPLIER knows or reasonably suspects

that any Data delivered to IMS has any gaps, inaccuracies or otherwise does not conform with any of the requirements for Data under this Agreement, SUPPLIER shall promptly notify IMS in writing of such gaps, inaccuracies and/or non-conformance and if Data includes gaps, inaccuracies and/or non-conformance, SUPPLIER shall reproduce the data to eliminate such gaps, inaccuracies, and/or non-conformance in accordance with **Paragraph 4(b)**.

d. SUPPLIER shall make reasonable efforts to give IMS **thirty (30)** days prior written notice of any change to SUPPLIER's computer hardware and/or software if such a change will affect the contents of any field of Data delivered to IMS under this Agreement. IMS shall not be liable for any charges as a result of such changes

e. IMS shall make reasonable efforts to give SUPPLIER **thirty (30)** days prior written notice of any change to IMS' data, software, and/or services if such a change will affect the contents of any field of Data delivered by SUPPLIER under this Agreement. SUPPLIER shall not be liable for any charges as a result of such changes. SUPPLIER has the right to assess a fee at a mutual agreed upon rate.

f. Upon the request of SUPPLIER (but not more frequently than once in any **ninety (90)** day period), IMS agrees to notify SUPPLIER in writing of IMS' data edit criteria used in connection with IMS' determination whether Data constitutes Useable Data, in accordance with **Paragraph 1, Section (q)**, and notify SUPPLIER in writing of any changes to such criteria. SUPPLIER shall treat the IMS data edit criteria as the Confidential Information of IMS and protect it pursuant to **Paragraph 7.**

g. During the term of this Agreement, SUPPLIER shall make reasonable efforts to not enter into or maintain agreements with pharmaceutical manufacturers or health plans that prohibit SUPPLIER from delivering information to IMS under this Agreement. In the event SUPPLIER is contractually prohibited by a pharmaceutical manufacturer or health plans from delivering certain information to IMS and SUPPLIER withholds Data from IMS as a result of such prohibition ("Blocked Data"), then SUPPLIER shall, at a minimum, comply with the following:

Upon SUPPLIER's decision to withhold Data from IMS (i.e., when the SUPPLIER receives direction from its legal and/or management to block information from a pharmaceutical manufacturer or health plan based on a contractual prohibition on such information being released to IMS), SUPPLIER shall, to the extent permitted by such contractual relationship, promptly notify IMS in writing of its decision to withhold such Data from IMS ("Blocked Data Notice"). Such Blocked Data Notice shall, to the extent permitted by such contractual relationship, include (i) the name of the pharmaceutical manufacturer or health plan prohibiting the release of information to IMS and (ii) the product names and National Drug Codes that correspond with the information relating to each product which SUPPLIER intends to withhold as a result of a pharmaceutical manufacturer or heath plan restriction.

4. **Retention of Data.**

a. SUPPLIER shall retain a backup copy of all Data sent to IMS for a period of **thirty (30)** days following the end of the calendar month in which the Data was created or obtained by SUPPLIER. At the request of IMS, SUPPLIER shall provide IMS with a duplicate of any such backup copy. In any calendar month, if more than one copy of the back-up data is required by IMS, IMS will pay the actual reasonable costs incurred by SUPPLIER in duplicating and transmitting the back-up Data for the second and all subsequent copies of the Data requested by IMS in the respective calendar month. If the need for any back-up copy is due to the fault of SUPPLIER, SUPPLIER shall supply all back-up copies at no cost or charge to IMS.

b. For a period of **twelve (12)** months following the delivery of Data to IMS for each Data Period, SUPPLIER warrants it has and shall retain the ability to reproduce a computer file(s) containing all of the respective Data for each such Data Period ("Reproduced Data"). At the request of IMS, SUPPLIER shall provide IMS with the Reproduced Data for the appropriate Data Period within **five (5)** business days of IMS' request for such Reproduced Data, at no additional cost to IMS.

5. **Rate Schedule**

a. IMS shall pay SUPPLIER on a monthly basis in accordance with the rates specified on the first page of this Agreement under "Payment Rate for Data" for Useable Data received by IMS. A single payment for Prescription Data will be mailed to SUPPLIER no later than **thirty (30)** days following the day the last data submission is received by IMS containing Prescription Data from the immediately preceding month. In addition, a single payment for Sales Data will be mailed to SUPPLIER no later than **forty five (45)** days following the day the last data submission is received by IMS containing Sales Data from the immediately preceding month. For all Data received by IMS in accordance with the delivery schedule identified on the first page of this Agreement under "Data Delivery Period and Delivery Schedule" and described in **Paragraph 3(b)**, the fees for Useable Data shall be calculated according to the rates set forth on the first page of this Agreement under "Payment Rate for Data".

b. In the event that any of the Data is not Useable Data, IMS will deduct from the amount due SUPPLIER under **Paragraph 5(a)** that portion of the monthly payment which is allocable to the Data which is not Useable Data.

c. SUPPLIER acknowledges that time is of the essence in the delivery of the Data to IMS and understands that IMS may reduce the data fees paid hereunder if SUPPLIER fails to timely deliver the Data to IMS as further described above under the title "Data Fee Adjustments Due to Late Delivery".

d. Additional payments.

(i) *APLD*. In further consideration of SUPPLIER's delivery of Anonymized Patient-Level Data, IMS shall pay to SUPPLIER an additional fee of [redacted] per calendar year, prorated as necessary, paid monthly. A single payment for Anonymized Patient-Level Data will be mailed to

SUPPLIER no later than **thirty (30)** days following the end of each calendar month.

(ii) Further, as additional consideration for SUPPLIER's agreement to deliver Data that constitutes Useable Data for the extended period of May 1, 2010 through September 30, 2013, IMS will pay to Walgreens an additional fee of [redacted] within thirty (30) days of execution of this Agreement by both parties.

e. Any failure of any undisputed payment obligation pursuant to this Agreement shall be cured within **twenty (20)** days of receipt of notice of such failure by IMS from SUPPLIER. In the event such cure is not performed, IMS shall pay, in addition to the data fees, interest at the prorated rate of [redacted] per annum on the unpaid balance beginning **twenty (20) days** following receipt of such notice until such amounts are paid.

6. Term.

This Agreement shall become effective on the Effective Date and shall continue until the receipt by IMS of the final Data submission for the Complete Data Term identified on the first page of this Agreement. In addition, a party may terminate the Agreement if the other party is in breach of any of the material terms or conditions of the Agreement and such breach is not remedied by the defaulting party within **ninety (90)** days after receiving a written notice of such breach together with a specific description of such breach from the aggrieved party. In addition, in the event that **six (6)** or more failures to timely deliver the Data in any **twelve (12)** month period occurs under this Agreement, whether or not such failures were cured, the Agreement may be terminated at the option of IMS by providing SUPPLIER with **thirty (30)** days prior written notice of IMS's intention to terminate.

7. Confidentiality

a. Neither party shall communicate, disclose or provide to any third party any information provided by a party which the party identifies on or about the time of its disclosure as confidential, including, but not limited to, the terms of this Agreement (including the financial terms) and any information relating to current or future business plans of the other party (collectively "Confidential Information"), except as expressly provided in this Agreement or otherwise agreed to by the parties in writing. Each party hereto agrees to treat the Confidential Information of the other as confidential using the same degree of care used by the receiving party to protect the receiving party's own confidential information, but in any event not less than a reasonable degree of care.

b. Neither party may be restricted from disclosing Confidential Information of the other party to the extent required by applicable Law or required by the demand of a court or government agency, provided, however, that in such event, the disclosing party (to the extent legally permitted) shall promptly notify the other party in writing of any such intended disclosure sufficiently in advance(to the best of its commercial ability) to permit the other party, at its option, to take legal or other action to protect its Confidential Information. Notwithstanding the foregoing, either party may disclose the terms of this Agreement (including financial terms) to their respective financial and legal advisors and for the purposes of any state or federal securities filing or private placement disclosure documents for a party hereto, the absence of which would make such filings and documents, as the case may be, materially misleading. The obligations with respect to confidentiality hereunder shall survive any expiration or termination of this Agreement.

c. This paragraph does not apply to the Data provided hereunder nor any information which is generally available to the public or is in or comes into a party's possession without obligation of confidentiality, provided, however, IMS agrees to use the Data in accordance with data use provisions in **Paragraph 8** of this Agreement. Notwithstanding any terms and conditions contained in this Agreement to the contrary, IMS shall be entitled to identify SUPPLIER as a supplier to the applicable databases of IMS and any of the services derived therefrom, including but not limited to such identification of SUPPLIER in advertising, publicity and promotional materials.

8. Data Use by IMS.

IMS shall convert and standardize the Data together with the prescription or sales data provided by other suppliers ("Converted Data"), prior to the use of the Data in the reports or services of IMS ("IMS Products"). IMS shall use all commercially reasonable efforts to prevent the Converted Data from being identifiable by any pharmacy. For purposes of the previous sentence, IMS will be considered to have taken all commercially reasonable efforts if it utilizes security procedures, data disclosure controls and data integrity standards that are considered to be consistent with generally acceptable standards in the information services industry. IMS shall use its best efforts to ensure any employee of IMS receiving any of the Data is apprised of and appreciates the data use obligations contained in this Agreement. IMS further agrees to prevent the disclosure of any Data in such a way as to violate any applicable Laws. IMS agrees to treat Data received from Pharmacies that is not used in production as unique, confidential and unpublished data and material, and IMS agrees that SUPPLIER reserves all rights in such property except as expressly provided herein.

9. Indemnification.

a. Subject to the restrictions contained in this Paragraph, IMS agrees to defend and indemnify SUPPLIER and SUPPLIER's directors, officers and employees from and against all claims brought against SUPPLIER arising from or relating to (i) any use or disclosure of any of the Data provided hereunder by IMS in breach of this Agreement or (ii) IMS' non-compliance with applicable Law. Further, IMS will defend SUPPLIER and SUPPLIER's directors, officers and employees from any losses, costs and expenses (including reasonable attorneys' fees) arising from such actions or proceedings, provided IMS is notified by SUPPLIER of any such claim promptly in writing and is given full authority, information, and assistance at IMS's expense for the investigation, defense and settlement of any claim, provided SUPPLIER must approve of any admission of liability. SUPPLIER will have the right, at its option and expense, to participate in the defense of any action or proceeding through a

counsel of its own choosing. IMS shall pay all resulting damages and costs awarded against SUPPLIER for which it is indemnified hereunder, but shall not be responsible for any cost, expense or compromise incurred or made by SUPPLIER or any other party without IMS's prior written consent.

b. Subject to the restrictions contained in this Paragraph, SUPPLIER agrees to defend and indemnify IMS and IMS's directors, officers and employees from and against all claims against IMS arising from or relating to a claim that any Data provided hereunder: (i) infringes any United States patent, copyright, trade secret or other intellectual property right or (ii) was obtained by SUPPLIER without the requisite rights (9.b.(i) and 9.b.(ii) are collectively "Data Rights Claims") or (iii) SUPPLIER's non-compliance with applicable Law, and to defend IMS and IMS's directors, officers and employees from any losses, costs and expenses (including reasonable attorneys' fees) arising from such actions or proceedings, provided SUPPLIER is notified by IMS of any such claim promptly in writing and is given full authority, information, and assistance at SUPPLIER's expense for the investigation, defense and settlement of any claim provided IMS must approve of any admission of liability. IMS shall have the right, at its option and expense, to participate in the defense of any action or proceeding through a counsel of its own choosing. SUPPLIER shall pay all resulting damages and costs awarded against IMS for which it is indemnified hereunder but will not be responsible for any cost, expense or compromise incurred or made by IMS or any other party without SUPPLIER's prior written consent. If any of the Data provided hereunder becomes the subject of a Data Rights Claim, SUPPLIER shall use its best efforts to obtain for IMS the right to the continued use of any such Data.

10. <u>Representations / Warranties / Liability</u>.

a. SUPPLIER and IMS each represent and warrant that each has authority to enter into the Agreement and to grant the rights provided herein. SUPPLIER and IMS represent and warrant to each other that to its knowledge it is not a party to any agreement or understanding and knows of no applicable Law that would prohibit it from entering into and performing this Agreement or that would conflict with this Agreement. Further, each party shall comply with all prevailing applicable Laws and obtain all necessary approvals, consents, and permits required by the applicable agencies of government of the jurisdictions that apply to its activities or obligations under this Agreement. The parties acknowledge and agree that they will comply with all applicable Law and recognize that the handling, licensing, transfer, and use of Data may involve the applicable Laws of multiple states and jurisdictions. This obligation includes, but is not limited to, full compliance with applicable Laws pertaining to the disclosure of prescriber-identifiable prescription information obtained from Supplier's records and IMS represents and warrants that it shall comply with the applicable provisions of such applicable Laws concerning prescriber-identifiable information in connection with all Data received from Supplier. Notwithstanding anything contained herein to the contrary and except for a party's breach of the representations and warranties contained in this Paragraph 10(a), in no event shall either party to the Agreement be liable to the other party for any incidental, special or consequential damages, including but not limited to, lost business, lost profits or third party claims, whether foreseeable or not, even if the other party has been advised of the possibility of such damages, for any claim or cause of action arising from or relating to any performance or non-performance under this Agreement. The foregoing sentence does not reduce a party's obligations under the indemnification provisions in this Agreement with respect to third party claims.

b. Further in addition, if IMS notifies SUPPLIER that it is restricted by applicable Law from using all or any part of the Data, even if it is provided by SUPPLIER, then upon IMS' request, IMS and SUPPLIER shall negotiate in good faith a reduction to the fees paid to SUPPLIER by IMS under the Agreement. If the parties are unable to agree on a reduction to fees within thirty (30) days following such notice, then IMS may terminate the Agreement upon written notice to SUPPLIER. In the event that SUPPLIER notifies IMS that SUPPLIER is restricted by applicable Law from providing all or any part of the Data (including also without limitation Prescriber Identifiable Information or Restricted Data) or SUPPLIER believes that IMS is restricted by applicable Law in the handling of such Data (including also without limitation Prescriber Identifiable Information or Restricted Data) in a way that may jeopardize SUPPLIER, then the parties shall promptly cooperate in good faith to identify mutually acceptable modifications to be made to the release or handling of the Data in order to fulfill the intent of this Agreement and ensure compliance with the applicable Law. In the event SUPPLIER modifies all or any part of the release or handling of the Data in order to comply with applicable Law in the absence of IMS' agreement to such modification, IMS may at its option (1) proportionally reduce all future compensation to SUPPLIER under this agreement to reflect the diminution in the commercial value for the use of the Data resulting from the modifications, as agreed upon by the parties or (2) terminate the Agreement upon written notice to SUPPLIER.

c. The parties acknowledge that during the term of this Agreement, certain applicable Laws (such as the ones enacted in New Hampshire, Maine and Vermont in 2006-2007) may restrict the disclosure of prescriber identifiable information to, or limit the use of prescriber identifiable information by, IMS or its customers in connection with the sale and marketing of pharmaceutical products (collectively "Prescriber Identifiable Information Restrictions"). The parties acknowledge that SUPPLIER provides prescription data to IMS pursuant to this Agreement which contains prescriber identifiable information that may be subject to such Prescriber Identifiable Information Restrictions ("Restricted Data"). In addition to compliance with the terms and conditions of this Agreement and applicable Law, upon the effective date of any applicable Law, IMS shall only license, transfer, use or sell Restricted Data in accordance with the terms of any applicable Law in effect. Nothing in this Agreement shall prohibit the collection, use, transfer or sale of patient or prescriber De-identified data by zip code, geographic region or medical specialty for commercial purposes. Notwithstanding the foregoing, in the event the terms of any applicable Law governing Restricted Data are made less restrictive (including elimination of the applicable Law), then such less restrictive terms shall apply to all affected Restricted Data . For the avoidance of doubt, IMS and SUPPLIER will, at all times, handle all Data in accordance with applicable Law.

11. Miscellaneous.

a. Neither party may assign, transfer or delegate any portion of this Agreement without the express written consent of the other party. Any attempt to assign, transfer or delegate without such consent shall be void. Notwithstanding the prohibition in this **Paragraph 11(a)**, IMS shall have the right to assign its rights and obligations under this Agreement to any of its Affiliated companies or a successor-in-interest, provided that no such assignment shall relieve IMS of its obligations in this Agreement if the assignee fails to perform. In addition, IMS shall have the right to delegate certain data processing responsibilities to independent contractors provided that such independent contractors are: (a) bound to substantially similar data use and confidentiality restrictions as set forth herein and (b) any such independent contractors are not a competitor of SUPPLIER.

b. Either party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, earthquake or other natural disaster, labor disputes, riots, governmental requirements or applicable Law, inability to secure materials on a timely basis, transportation difficulties, material destruction of facilities, fire, acts of terrorism, acts of God, etc.

c. All notices, demands or other communications required under this Agreement shall be given or made in writing and shall be delivered personally or sent prepaid (i) by certified or registered first class mail with return receipt requested or (ii) by a nationally-recognized common carrier's overnight courier service (e.g., Federal Express), at the addresses set forth above.

d. Each of the parties to this Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions and purposes of this Agreement. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other parties of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof), or the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of this Agreement.

e. This Agreement, with attached **Exhibit A**, and the **Anonymized Patient-Level Data Addendum** sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral. No modifications, amendments or waiver of any of the provisions of this Agreement, including any terms or conditions contained in any acknowledgement or purchase order form, shall be binding upon the parties unless made in writing and duly executed by (1) an authorized representative of SUPPLIER, and (2) an authorized representative of IMS holding the office of vice president or any more senior office. If any provision of this Agreement is held to be invalid or unenforceable by any judgment of a tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent. However, if the original intent of the parties cannot be preserved, this Agreement shall terminate upon the effective date of such judgment. 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 document. The headings of the paragraphs in this Agreement are used for convenience only and shall not affect the meaning or interpretation of the content of this Agreement.

f. This Agreement and the relationship of the parties in connection with the subject matter of this Agreement shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

g. Notwithstanding the terms of Paragraph 8, in the event either party receives a subpoena or is otherwise compelled under legal process or demand by a court or government agency with valid jurisdiction (collectively "Subpoena") to produce any information provided by the other party pursuant to this Agreement that is restricted from disclosure ("Confidential Materials"), then the party will be entitled to comply with the Subpoena and provide the requested information in accordance with applicable Federal, state and local laws. The parties will use reasonable efforts to avail itself of any existing mechanisms to maintain the confidentiality of any Confidential Materials (e.g., mark documents "confidential" pursuant to the terms of an existing protective order). In addition, if the parties intend to provide any Confidential Materials in response to a Subpoena issued by a private party in a civil action or other dispute resolution process, then the party will use reasonable efforts to notify the other party in advance of any production to provide the other party with an opportunity to intervene and protect the other party's commercial or legal interests in the information to be disclosed.

h. Upon request by SUPPLIER, IMS shall provide sufficient documentation (as further described below) to SUPPLIER within fifteen (15) days of such request for purposes of verifying payments made under this Agreement. Documentation may include: (a) the financial books and records of IMS (including but not limited to invoices, billing notifications, and accounting statements) and, (b) the production records and job flows for (i) Data received by IMS and (ii) the database(s) to which Data is added (but only those records and flows associated with the use of the Data).

EXHIBIT A-1 – Prescription Data Elements
Section 1 – Prescription Data

IMS HEALTH

STANDARD RECORD FORMAT
PRESCRIPTION DATA ELEMENTS AND DESCRIPTIONS

Status Key:
Required – represents data elements provided by Supplier with each prescription record.

Not Available - represents data elements that, although important to IMS, are currently not provided by Supplier because Supplier does not collect such data elements or provision of such data elements to IMS would cause material changes to Supplier's computer hardware and/or software. During the term of this Agreement, Supplier agrees to use commercially reasonable efforts to add functionality to its systems that would allow for the collection of these data elements. Supplier agrees to provide such data elements to IMS as soon as Supplier begins collecting such data elements and/or or providing such data elements to IMS would not result in a material change to Supplier's computer hardware and/or software.

NON-ENCRYPTED DATA ELEMENTS

Status	Length	Char/ Num	Zero/ Blank fill	Start	End	Field Name	Description	NCPDP 5.1 Element
Not Available	7	CHAR	Blank/ Left justify	1	7	Pharmacy NCPDP Number (formally NABP number)	Unique store number (hard-coded in program) ID assigned to pharmacy. NCPDP format=SSNNNNC, SS=state code, NNNN=number, C=check digit	**201-B1**, where **201-B2 ='07'** Service Provider ID
Required	7	NUM	Zero/ Right justify	8	14	Supplier Defined Store number	Custom Store number used by supplier to identify outlets	
Not Available	4	CHAR	Blank/ Left justify	15	18	Mail Service Number	Number supplied by IMS for Mail Service suppliers only	
Required	9	CHAR	Blank/ Left justify	19	27	Pharmacy Zip Code	Zip code of pharmacy	**835-5R** Pharmacy Zip Code
Required	15	NUM	Zero/ Right justify	28	42	Prescription Number	Prescription number assigned by the pharmacy	**402-D2** Prescription/Service Reference #
Not Available	8	CHAR	Blank/ Left justify	43	50	Date Written	Date prescription was written by the prescriber (CCYYMMDD)	**414-DE** Date Prescription Written
Required	8	CHAR	Blank/ Left justify	51	58	Date Filled	Date prescription filled by pharmacist (CCYYMMDD)	**401-D1** Date of Service
Not Available	8	CHAR	Blank/ Left justify	59	66	Date Delivered/Fulfilled	Date prescription was delivered to patient. Date of transaction. (CCYYMMDD)	
Required	2	NUM	Zero/ Right justify	67	68	New/Refill Code	00 = New, 1 - 99 = Number of refills	**403-D3** Fill #
Required	11	NUM	Zero/ Right justify	69	79	Dispensed NDC Number	NDC identifying the drug dispensed	**407-D7**, where **436-E1 = '03'** Product / Service ID
Required	28	CHAR	Blank/ Left justify	80	107	Dispensed Drug Name	Name of the drug dispensed, including form and strength	
Not Available	11	NUM	Zero/ Right justify	108	118	Prescribed NDC Number	NDC identifying the drug prescribed	**445-EA**, where **453-EJ = '03'** Originally Prescribed Product/Service Code
Not Available	28	CHAR	Blank/ Left justify	119	146	Prescribed Drug Name	Name of the drug prescribed, including form and strength	
Not Available	1	CHAR	Blank/ Left justify	147	147	Partial Fill Status	Code indicating the status of a transaction as a partial fill. P=Partial Fill, C=Completion of Partial Fill, Blank=Not Specified	**343-HD** Dispensing Status
Required	7.3	NUM	Zero/ Right justify	148	157	Quantity Dispensed	Quantity dispensed expressed in metric decimal units. Decimal is necessary for fractional quantities. 3 position implied decimal (9999999v999)	**442-E7** Quantity Dispensed

Required	3	NUM	Zero/ Right justify	158	160	Days Supply	Number of days the prescription will last	**405-D5** Days Supply
N/A	N/A	N/A	N/A	161	265		Holding place for the following fields which are not provided by Supplier: Ingredient Cost Ingredient Cost Paid Dispensing Fee Dispensing Fee paid Co-pay /Coinsurance Amount Total amount paid by Patient Reimbursed Amount Basis of Ingredient Cost submitted Total Transaction Price Collected Payment Type Indicator for Coupon Type Coupon face Value Coupon ID # Indicator for Vouchers, Free Goods, Discounts, or Indigent programs Plan Code Indicator for Discount Cash Card program	N/A
Required	15	CHAR	Blank/ Left justify	266	280	Group Number	ID assigned to cardholder group or employer group	**301-C1** Group ID
Required	6	CHAR	Blank/ Left justify	281	286	Bank Identification Number (BIN)	Standard number used for network routing	**101-A1** BIN Number
Required	2	NUM	Zero/ Right justify	287	288	Number of Refills Authorized	Number of refills authorized by prescriber	**415-DF** Number of Refills Authorized
Not Available	2	NUM	Zero/ Right justify	289	290	Refills Remaining	Number of refills remaining on Rx	**403-D3** Fill Number
Required	1	CHAR	Blank/ Left justify	291	291	Dispensed As Written	NCPDP Code (below) indicating whether the prescriber's instructions were followed	**408-D8** Dispensed as written
Required	15	CHAR	Blank/ Left justify	292	306	Prescriber Last Name	Prescribing physician's last name	**427-DR** Prescriber Last Name
Required	10	CHAR	Blank/ Left justify	307	316	Prescriber First Name	Prescribing physician's first name	
Required	1	CHAR	Blank/ Left justify	317	317	Prescriber Middle Initial	Prescribing physician's middle initial	
Required	9	CHAR	Blank/ Left justify	318	326	Prescriber DEA Number	Prescribing physician's DEA number	**411-DB**, where **466-EZ = '12'** Prescriber ID
Not Available	15	CHAR	Blank/ Left justify	327	341	State license Number for Prescriber	Prescriber's state license number	**411-DB**, where **466-EZ = '08'** Prescriber ID
Not Available	2	CHAR	Blank/ Left justify	342	343	State of assigned number for Prescriber	State which assigned above number	
Required	10	CHAR	Blank/ Left justify	344	353	Industry Standard Number for Prescribers	Industry standard number assigned to the Prescriber : CMS mandated NPI	--
Not Available	15	CHAR	Blank/ Left justify	354	368	Prescriber City	Prescribing physician's city	
Not Available	2	CHAR	Blank/ Left justify	369	370	Prescriber State	Prescribing physician's state	
Required	5	CHAR	Blank/ Left justify	371	375	Prescriber Zip Code	Prescribing physician's zip code	
Not Available	10	CHAR	Blank/ Left justify	376	385	Prescriber Phone Number	Prescriber's Office phone contact number	**498-PM** Prescriber Phone Number
Required	10	CHAR	Blank/ Left justify	386	395	Pharmacy NPI	Industry standard number assigned to the Pharmacy : CMS mandated NPI	
Required	4	CHAR	Blank/ Left justify	396	399	Patient Birth Year[1]	Birth Year of Patient CCYY If patient is 89 or older = 0000.	**304-C4** Date of Birth

[1] **Patient Birth Year** must be submitted as follows:

Not Available	2	CHAR	Blank/ Left justify	400	401	Coordination of Benefits Counter	Count of coordination of benefits occurrences for a claim. Primary transaction is blank, Secondary transaction = '01' and tertiary transactions = '02', '03', etc.	**337-4C** Coordination of Benefits/Other Payments Count
Required	1	CHAR	Blank/ Left justify	402	402	Patient Gender Code	Sex of patient (1=male, 2=female, 3=Unspecified)	**305-C5** Patient Gender Code
Required	5	CHAR	Blank/ Left justify	403	407	Patient Zip Code[2]	Patient's zip code 3 digit and 2 zeros Populations of 20,000 and below = all zeros	**325-CP** Patient Postal Code
Not Available	2	CHAR	Blank/ Left justify	408	409	Patient Location Code	Code identifying the location of the patient when receiving services from the pharmacy. 0-not specified, 1-home, 2-Inter-Care, 3-Nursing home, 4-LTC/Extended care, 5-Rest home, 6-Boarding home 7-Skilled care facility, 8-Sub-Acute facility, 9-Acute Care facility, 10-Outpatient, 11-Hospice 12-Prison (pending NCPDP definitions)	**307-C7** Patient Location
Required	11	CHAR	Blank/ Left justify	410	420	De-identified Patient Code[3]	Consistent, trackable, unique identifier which masks identification of any patient.	
Not Available	1	CHAR	Blank/ Left justify	421	421	Origin of Rx	1=Written 2=Telephone 3=Electronic 4=Facsimile	**419-DJ** Prescription Origin Code
Not Available	1	CHAR	Blank/ Left justify	422	422	Indicator for E-Prescribed Transaction	Y=Prescription written via eprescribing network; blank otherwise	
Not Available	1	CHAR	Blank/ Left justify	423	423	Level of Service (was dispensed indicator)	1=Patient Consultation 2=Home delivery 3=Emergency 4=24 hour service 5=Patient consultation regarding generic product selection 6=In home service	**418-DI** Level of Service Indicator
Not Available	1	CHAR	Blank/ Left justify	424	424	Central Fill Flag **(if applicable)**	Y=Yes N= No Indicates whether script was filled at a central fill location. Indicate "N" if adjudicated at a central location but NOT filled at a central location.	–
Required	1	CHAR	Blank/ Left justify	425	425	Claim Indicator	D=dispensed, R=reversal	
Not Available	10	CHAR	Blank/ Left justify	426	435	Processor Control Number (PCN)	Number assigned by processor required for claims processing	**104-A4** Processor Control Number
Not Available	1	CHAR	Blank/ Left justify	436	436	Compound Code	Code indicating whether or not the prescription is a compound (0=not specified, 1=not a compound, 2=compound	**406-D6** Compound Code
Not Available	2	CHAR	Blank/ Left justify	437	438	Chain Code	Supplier assigned indicator to identify chain company	
Not Available	10	CHAR	Blank/ Left justify	439	448	Diagnosis Code	Diagnosis Code ICD9 or ICD10 code if available	**424-DO** Diagnosis Code where **492-WE = '01' or '02'**

- For Patients under 89 years of age, then populate the patient year of birth as normal. For example, a patient year of birth of 1961 should be reflected as 1961.
- For Patients 89 years old or older, then populate the patient year of birth with zeros, maintaining the original size of the field. For example, a patient year of birth of 1913 should be reflected as 0000.
- For Patient Year of Birth unknown, then populate the year of birth with 1800.

[2] **Patient Zip Code** must be submitted as follows:

- For Populations greater than 20,000, then (i) Populate the first 3 bytes with a valid 3 digit Zip Code and (ii) Populate last 2 bytes with zeros (or spaces alternatively, if that is more convenient)
- For Populations of 20,000 or less, then populate all 5 bytes with zeros (00000) (Entire field can be populated with eights as an alternative, if that is more convenient)
- Where zip code or population size is unavailable or unknown: Populate entire 5 bytes with spaces (Entire field can be populated with nines as an alternative, if that is more convenient)

[3] **De-identified Patient Code** refers to a unique, consistent, trackable alphanumeric identifier which under no circumstances shall permit the identification by IMS of any patient either alone or in conjunction with any other Data Element(s) listed above. Under no circumstances shall this data element be comprised of all or substantially all of any patient's social security number, telephone number or other unique identifier, which could permit the identification by IMS of any such patient.

Not Available	8	NUM	Zero/ Right justify	449	456	Injectable Units Dispensed **(if available)**	Number of units dispensed of syringes, vials, etc. of injectable products expressed in whole numbers. Example – if 3 vials each containing .5 mls are dispensed, the value in this field would be 3, not 1.5.	
Not Available	1	CHAR	Blank/ Left justify	457	457	Medicare Part D flag	Indicator to flag transactions that are processed as part of Medicare Part D claim	'Y'=Medicare Part D; Otherwise Blank
Not Available	1	CHAR	Blank/ Left justify	458	458	Refill Change Flag	Indicator "Y" to denote transaction where refill status was changed to new status due to operational/business practices – i.e. not initiated by the Prescriber	
Not Available	2	CHAR	Blank/ Left justify	459	460	Unit of Measure	Unit of measure dispensed defined by NCPDP Standard product billing codes. i.e. EA=Each, GM=Grams, ML=Milliliters	**600-28** Unit of Measure Code
	7			461	467	Filler	FOR FUTURE USE	
Required	2	CHAR	Blank/ Left justify	468	469	Prescriber ID Qualifier	Code qualifying the Industry Standard number for Prescribers starting in position 344. Blank=Not Specified Ø1=National Provider Identifier (NPI) Ø2=Blue Cross Ø3=Blue Shield Ø4=Medicare Ø5=Medicaid Ø6=UPIN Ø7=NCPDP Provider ID Ø8=State License Ø9=Champus 1Ø=Health Industry Number (HIN) 11=Federal Tax ID 12=Drug Enforcement Administration (DEA) 13=State Issued 14=Plan Specific 99=Other	
Required	3	CHAR	Blank/ Left justify	470	472	Person Code	Code assigned to a specific person within a family.	5.1 Field 303-C3
Required	1	NUM	Zero/ Right justify	473	473	Patient Relationship code	Code indicating the relationship of patient to cardholder.	5.1 Field 306-C6
Not Available	2	NUM	Zero/ Right justify	474	475	NCPDP Patient ID Qualifier	Code qualifying the Patient ID. Any other qualifier formatting variations will need to be transformed into an accepted form by the calling application: 01 – SSN 02 – Driver's License Number 03 – US military ID 04 – Data Supplier ID 05 – Future Use	5.1 Field 331 - CX

1) An electronic e-mail message with a record layout attachment of the actual final record format or a hard copy of the record format must be received at IMS prior to submitting the test.
2) Each record represents one (1) prescription. The format is fixed length fields, blocked records.
3) NCPDP Dispensed As Written Codes:

0 = No Product Selection Indicated	4 = No Generic In Stock	8 = No Generic Available
1 = Substitution Not Allowed by Prescriber	5 = Brand Dispensed as Generic	9 = Other
2 = Patient Requested Product Dispensed	6 = Override	
3 = Pharmacist Selected Product Dispensed	7 = Brand Mandated by Law	

4) IMS must receive written notification from Supplier for any store branded products (including the product's corresponding NDC #) that Supplier dispenses through its Pharmacies.

ENCRYPTED DATA ELEMENTS

The following Data elements will be Encrypted using the Algorithm Technologies pursuant to the terms of the Anonymized Patient-Level Data Addendum and then the Encrypted Data elements shall be provided to IMS pursuant to the terms of this Agreement and the Anonymized Patient-Level Data Addendum.

Status	Length	Char/ Num	Zero/ Blank fill	Start	End	Field Name	Description	NCPDP 5.1 Element
Required	20	CHAR	Blank/ Left justify	476	495	Cardholder ID	Insurance ID assigned to the cardholder	5.1 Field 302-C2
Required	20	CHAR	Blank/ Left justify	496	515	NCPDP Patient ID	ID assigned to identify the patient as defined by the NCPDP 5.1 Patient Segment transmission standard. Supplied by Supplier's processing environment.	5.1 Field 332-CY
Required	15	CHAR	Blank/ Left justify	516	530	Patient Last Name	Last name of the patient Supplied by Supplier's processing environment.	5.1 Field 311-CB
Required	12	CHAR	Blank/ Left justify	531	542	Patient First Name	First name of the patient Supplied by Supplier's processing environment.	5.1 Field 310 – CA
Required	30	CHAR	Blank/ Left justify	543	572	Patient Street Address	Patient's address line containing the street number of the address Supplied by Supplier's processing environment.	5.1 Field 322-CM
Required	5	CHAR	Blank/ Left justify	573	577	Patient Zip	Full Five digit zip code for the patient Assume Supplier has validated the zip code as valid	5.1 Field 325-CP
Required	10	CHAR	Blank/ Left justify	578	587	Patient Date of Birth	Patient full date of birth. Expects NCPDP format however application will convert common date format as outlined by the Patient Date of Birth Format Indicator	5.1 Field 304-C4
	1			588	588	End of Record Indicator	Character indicating the end of the record	Line feed

EXHIBIT A-1 – Prescription Data Elements Exhibit (Continued)
Section 2 – Masterfile Data

1. Pharmacy Listing*

Status	Pharmacy Listing
Required	Pharmacy Internal Store Number
Required	Pharmacy name
Required	Pharmacy address (Not PO)
Required	City
Required	State
Required	Zip Code
Required	NCPDP Number

*IMS will receive SUPPLIER's Pharmacy Listing information via SUPPLIER's intranet site.

2. Plan Dictionary**

Status	Plan Dictionary
Required	Plan Code
Required	Plan Name
Required	BIN Number
Required	Group Number
Required	Processor Control Number (PCN)
Required	Plan Billing Street Address
Required	Plan City
Required	Plan State
Required	Plan Zip Code
Required	Plan Phone Number
Required	Plan Contact Name

**SUPPLIER will send a plan dictionary to IMS on a monthly basis. The Plan Dictionary file contains Plan ID and Plan Name for active and non-active accounts.

EXHIBIT A-2 – DDD Data Elements

IMS Health

STANDARD RECORD FORMAT
SALES DATA ELEMENTS FOR

WHOLESALERS, CHAINS, MEDICAL SURGICAL SUPPLIERS, RADIOLOGY SUPPLIERS AND SPECIALTY DISTRIBUTORS

Please Note:

1. Each record should represent a sale of product to the **"SHIP-TO"** destination of the customer, **not the "BILL-TO"**. If your customer number reported for each record does not, in all cases, represent the ship-to destination of the product, please discuss this with your IMS Account Manager before proceeding further.

2. To comply with health privacy regulations, IMS does not request, nor will we accept, any data that identifies the consumer, whether a customer or an employee, as the purchaser of a healthcare product from your company. If sales are made to individuals, any personally identifiable information, i.e., name, address, phone number, should be omitted in the sales transaction. If it is not possible to omit this information, then any transactions that represent sales to individuals should be omitted from your data.

Note: Full name and address information should be provided for sales to physicians and other healthcare professionals.

Status Key:

Required – represents data elements provided by Supplier with each prescription record.

Not Available – represents data elements that, although important to IMS, are currently not provided by Supplier because Supplier does not collect such data elements or provision of such data elements to IMS would cause material changes to Supplier's computer hardware and/or software. During the term of this Agreement, Supplier agrees to use commercially reasonable efforts to add functionality its systems that would allow for the collection of these data elements. Supplier agrees to provide such data elements to IMS as soon as Supplier begins collecting such data elements and/or or providing such data elements to IMS would not result in a material change to Supplier's computer hardware and/or software.

I. SALES DATA

Status	Field Name	Description
Required	**IMS Warehouse Number**	A four digit number assigned by IMS to identify each individual warehouse location.
Required	**Customer Number (SHIP-TO)**	Unique number to identify the **"SHIP-TO"** location of the customer that received the product. **NOTE: 10 position capacity.** If greater than 10 positions, please notify your IMS Account Manager.
Required	**Customer DEA Number (SHIP-TO)**	The Drug Enforcement Agency number assigned to facilities where scheduled drugs are stored or dispensed. The number provided should represent the **"SHIP-TO"** destination of the product.
Required	**Customer Name (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product. Replace with "Sale to Individual". Include name, address, and phone if customer is a physician.
Required	**Customer Street Address (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer City (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer State (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer Zip (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer Phone Number**	Omit if customer is a person, including employees, who is the consumer of the product.
Not Available	**Customer's Type of Business**	Definition of business type for each customer, e.g. R=Retail, H= Hospital, C=Clinic. A legend of codes will be needed.
Not Available	**Physician Specialty Code**	If customer is a physician, the physician's specialty code e.g., OBGYN
Not Available	**Physician State License Number**	If customer is a physician, the physician's state license number for the state to which the product is shipped.
Not Available	**Group Practice Name**	If customer is a physician, the group practice name with which the physician is associated.
Required	**Product Number**	A unique identification number per product name/form/strength/size **NOTE: 10 position capacity.** If greater than 10, please notify your IMS Account Manager.
Required	**Product Description**	Including name, form, strength, and size. All elements should be formatted (NOTE: name, form, strength and size may be provided as separate fields if carried in your system that way).
Required	**Product NDC/UPC**	Specific National Drug Code or Universal Product Code for the shipped product.

Not Available	**Manufacturer's/Vendor's Product Number**	A unique number used by the manufacturer/vendor per product name/form/strength/size, e.g., manufacturer's catalog number.
Required	**Ship Pack/Package Extension / Unit of Measure**	Code used to identify the ship pack of an item as it leaves the warehouse. Used to extend the quantity. A legend of codes will be needed, e.g. E=Each, B=Box, C=Case.
Not Available	**Product Category/Class/Department Code**	Category or Class or Department Code of each product. If codes exist for each grouping, these may be provided as separate fields. A legend of codes will be needed, e.g., 01 (Category)=branded Rx, 02 (Class)=anti-hypertensives.
Required	**Manufacturer Name**	The manufacturer of the product.
Required	**Vendor/Manufacturer Number**	A number identifying the vendor/manufacturer of the product (10 byte maximum).
Required	**Quantity Shipped**	1. Number of units shipped to customer. 2. Right justified.
Required	**Extended Dollars (Invoice Line Dollars)**	1. Price to customer multiplied by quantity. 2. 999999999V99 3. Right justified.
Required	**AWP**	1. Average Wholesale Price. Represents the most common wholesale price. Derived from a reference source. 2. 99999V999 3. Right justified.
Required	**Selling Price**	1. The price of the product charged to the customer. 2. 99999V999 3. Right justified.
Required	**Acquisition Cost**	1. The actual purchase price from the vendor/manufacturer. 2. 99999V999 3. Right justified.
Required	**Date of Sale/Invoice Date**	CCYYMMDD
Required	**Invoice Number**	
Required	**Type of Transaction**	e.g. B=Bulk; D=Drop Shipment, etc. A legend of codes should be provided. If drop shipments cannot be tagged with a code, can they be eliminated from the data?
Required	**Returns Indicator**	A code indicating why product was returned from a customer to the warehouse, e.g. 1=Outdated merchandise, 2=Received damaged, 3=Received wrong merchandise, 4=Manufacturer recall. A legend of codes should be provided.
Not Available	**Multi-Single Source Indicator**	An indicator identifying whether a product is branded or generic.
Required	**Filler (for future reference)**	

II. CUSTOMER MASTER FILE

To comply with health privacy regulations, IMS does not request, nor will we accept, any data that identifies the consumer, whether a customer or an employee, as the purchaser of a healthcare product from your company. If sales are made to individuals, any personally identifiable information, i.e., name, address, phone number, must be omitted in the sales transaction and customer master files. If it is not possible to omit this information, then any transactions that represent sales to individuals must be omitted from your data.

Status	Field Name	Description
Required	**Customer Number**	Unique number to identify the "SHIP-TO" location of the customer. **NOTE:** 10-position capacity. If greater than 10 positions, please notify your IMS Account Manager.
Required	**Customer DEA # (SHIP-TO)**	The Drug Enforcement Agency # assigned to the customer.
Required	**Customer Name (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product. Replace with "Sale to Individual". Include name, address, and phone if customer is a physician.
Required	**Customer Street Address (SHIP-TO)**	1. The physical address of the SHIP-TO location of the customer. No Post Office Boxes. 2. Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer City (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer State (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer Zip (SHIP-TO)**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Customer Phone Number**	Omit if customer is a person, including employees, who is the consumer of the product.
Required	**Type of Business**	e.g. R=Retail, H=Hospital, C=Clinic. A legend of codes will be needed.
Required	**Physician Specialty Code**	If customer is a physician, the physician's specialty code e.g., OBGYN.
Required	**Group Practice Name**	If a customer is a physician, the group practice name with which the physician is associated.
Required	**Physician State License Number**	

III. PRODUCT MASTER FILE

Status	Field Name	Description
Required	**Product Number**	The number that identifies each product in inventory.
Required	**Product Description**	Should include name/form/size/strength. These can be provided as separate fields if carried in your system that way.
Required	**Product NDC/UPC**	The National Drug Code or Universal Product Code assigned to each product.
Required	**Manufacturer's/Vendor's Product Number**	A unique number used by the manufacturer/vendor per product name/form/strength/size, e.g., manufacturer's catalog number.
Required	**Ship Pack/Package Extension/Unit of Measure**	Used to identify how the product is shipped to the customer, e.g. E=Each, B=Box, C=Case.
Required	**Product Category/Class/Department Code**	Category or class or department code of each product. If codes exist for each grouping, these may be provided as separate fields, e.g. 01 (category)=branded Rx, 02 (class)=anti-hypertensives.
Required	**Product Category / Class / Department Name**	The name of the category / class / department associated with the above referenced code.
Required	**Manufacturer Name**	
Required	**Vendor/Manufacturer Number**	The number that identifies the vendor/manufacturer of the product.
Required	**Deal Contents and Description**	A description of the contents of deals/promotions.

IV. INVENTORY DATA

Refers to information pertaining to (i) any withdrawal from inventory of a Facility, and (ii) the inventory at the end of each calendar month for each Facility, of SUPPLIER and its subsidiary and affiliated companies of prescription and over-the-counter drugs, which information is created or obtained by SUPPLIER or any of SUPPLIER subsidiary or affiliated companies during the term of this Agreement. Inventory Data shall be limited to the following Inventory Data Elements:

Status	Field Name
Required	**Whse IMS # / Whse Div #**
Required	**Whse Product #** **(Vendor / Manufacturer & Item)**
Required	**Product NDC # / UPC #**
Required	**Vendor / Manufacturer Name** **(Vendor / Manufacturer Code #)**
Required	**Product description** **(including name, form, size, strength and deal contents)**
Required	**Inventory on Hand at end of period** **Units**
Required	**Unit Price (Cost Code)**
Required	**Price Code**
Required	**Run Date**
Required	**Corporate Name**
Required	**Fine Line / Category / Dept. Code**
Required	**Same Period Warehouse** **Withdrawal Figures (units)**
Required	**Y-T-D Warehouse Withdrawals (Units)**
Required	**Data Month**
Required	**Unit of Measure**

Please note that dock to dock transactions must be separated from the regular inventory for depot warehouses.

EXHIBIT B
ANONYMIZED PATIENT-LEVEL DATA ADDENDUM

THIS ANONYMIZED PATIENT-LEVEL DATA ADDENDUM ("APLD Addendum"), effective as of the Effective Date of the Agreement, by and between IMS and SUPPLIER.

RECITALS

It is the intention of both parties that the parties enter into this APLD Addendum and modify the Agreement;

Therefore, SUPPLIER and IMS agree as follows:

1. ENCRYPTION AND IMPLEMENTATION.

(a) Both SUPPLIER and IMS want to use encryption techniques (the "Algorithm") for the purpose of linking prescription records on a De-identified, anonymized patient-level basis. The parties acknowledge that the Algorithm, together with the processes ("Processes") and technology ("Algorithm Technologies") used to implement the Algorithm, must provide a highly secure method of linking records while protecting the identity of individual patients at levels which meet or exceed applicable Laws. The parties acknowledge that SUPPLIER has previously installed the Algorithm Technologies in accordance with IMS' functional specifications provided by IMS' vendor. SUPPLIER has reformatted all prescription records in accordance with the data format requirements in Section 1, Exhibit A of the Agreement. SUPPLIER's formatted prescription records will be Encrypted and then provided to IMS as Prescription Data.

2. LICENSE.

(a) Subject to the terms of this APLD Addendum, IMS hereby grants to SUPPLIER, and SUPPLIER hereby accepts a non-exclusive, non-transferable, non-assignable, non-sublicensable (except to the extent sublicensed to a Pharmacy (if applicable) in connection with the licensing of the modified software as described herein), royalty-free license to use the Algorithm and the Algorithm Technologies for the sole purposes of: (i) modifying its software and computer systems to produce the Prescription Data, (ii) providing support and services to customers with respect to the modified software, (iii) producing such Prescription Data for delivery to IMS, (iv) performance by SUPPLIER of its obligations under the Agreement and (v) such other purposes as the parties may agree in writing. The license for the Algorithm and the Algorithm Technologies shall be limited to executable code (unless expressly stated otherwise). The Algorithm, encryption keys utilized in the process and the Algorithm Technologies may not be reverse compiled, disassembled or otherwise reverse engineered. The Algorithm, the Algorithm Technologies, and any works derived in whole or in part from these, shall include any copyright and proprietary notices provided by IMS and shall remain subject to the terms and conditions of the Agreement and this APLD Addendum. IMS does not grant, and SUPPLIER does not receive, any title or other interest in the Algorithm or the Algorithm Technologies except for those rights explicitly granted in this APLD Addendum.

(b) From time to time, IMS may provide SUPPLIER with future revisions of the Algorithm, encryption keys and the Algorithm Technologies ("Updates"). The parties will cooperate with each other with regard to such Updates in the manner described in **Paragraph 4(a)** of this APLD Addendum. Subject to the preceding sentence, SUPPLIER agrees to promptly incorporate each such Update in the next available release of its software or computer systems, as applicable; provided, however, SUPPLIER shall not be obligated to include such Updates more frequently than once per year.

3. REPRESENTATION AND WARRANTIES. IMS represents and warrants that the Algorithm and the Algorithm Technologies will employ techniques which are designed to make it highly improbable that IMS could use the APLD to re-identify an individual patient and shall otherwise comply with all applicable Laws. At the request of SUPPLIER, IMS shall provide to SUPPLIER reasonable assurances and information regarding the Algorithm and the Algorithm Technologies to demonstrate to the reasonable satisfaction of SUPPLIER that IMS is in compliance in all material respects with this representation and warranty. IMS further represents and warrants that it has applied the principles and methods described in the *Statistical Policy Working Paper 22 – Report on Statistical Disclosure Limitation Methodology* prepared by the Federal Committee on Statistical Methodology, Statistical Policy Office, Office of Management and Budget, dated May 1994 and referenced in the HIPAA guidelines, and has determined, in IMS' opinion, that the information being received by IMS from SUPPLIER has been De-identified.

IMS represents and warrants that the risk is very small that the APLD provided to IMS by SUPPLIER could be used, alone or in combination with other reasonably available information, to identify an individual who is a subject of this information. In the event that IMS receives any Prescription Data that identifies an individual patient who is the subject of such Prescription Data, IMS will immediately notify SUPPLIER in writing and, upon SUPPLIER's direction, promptly destroy or return such patient-identified data and not retain copies of such patient-identified data.

4. EXPORT. Neither the Algorithm nor the Algorithm Technologies may be exported outside of the United States without the prior written permission of IMS and, if such permission is granted by IMS, such exportation shall be subject to the applicable Export Administration Regulations of the United States Department of Commerce.

5. **TERMINATION.** IMS acknowledges that under certain specific circumstances as outlined below SUPPLIER may desire to terminate provision of the APLD prior to the end of the Complete Data Term as specified on the first page of the Agreement. Conversely, SUPPLIER acknowledges that IMS has made a significant investment predicated on IMS receiving the APLD for the Complete Data Term. Therefore, notwithstanding any provision to the contrary in this APLD Addendum or the Agreement, if:

(a) SUPPLIER determines in its commercially reasonable judgment that the continued disclosure of the APLD (or similar data) to all information vendors and market research companies and their equivalents ("Information Vendors"), due to industry concerns or otherwise, would harm SUPPLIER's reputation and brand, then SUPPLIER may terminate this APLD Addendum and cease providing APLD to IMS by providing thirty (30) days' prior written notice to IMS in conjunction with the termination of similar obligations to the other Information Vendors, and paying to IMS, as its sole remedy, a termination fee, in accordance with the schedule set forth below ; or

(b) SUPPLIER determines in its reasonable judgment that the continued disclosure of APLD to IMS, or its business relationship with IMS, creates a material negative association for SUPPLIER, then SUPPLIER may terminate this APLD Addendum and cease providing APLD to IMS by providing IMS with thirty (30) days prior written notice and paying to IMS, as its sole remedy, a termination fee, in accordance with the schedule set forth below; or

(c) SUPPLIER terminates without cause its agreements to provide APLD to all Information Vendors , then SUPPLIER may terminate this APLD Addendum without cause and cease providing APLD to IMS by providing IMS the greater of (A) one hundred and eighty (180) days' notice, or (B) the longest termination notice period provided to any other Information Vendors, and paying to IMS, as its sole remedy, a termination fee, in accordance with the schedule set forth below.

SCHEDULE FOR TERMINATION FEES	
Effective Date of Termination	[redacted]
From the Effective Date through 9/30/2011	
From 10/1/2011 through 9/30/2012	
From 10/1/2012 through 9/30/2013	

Prior to terminating this APLD Addendum for any of the reasons set forth in this paragraph 5, SUPPLIER shall make a good faith effort to work with IMS to identify acceptable methods to mitigate any of the concerns leading to such termination; providing, however, the adoption of such methods shall be subject to the mutual agreement of the parties.

If SUPPLIER terminates this APLD Addendum and ceases to provide APLD to IMS pursuant to this paragraph 5 and thereafter SUPPLIER decides to begin licensing APLD (or similar data) to Information Vendors because the concerns leading to such termination are eliminated, SUPPLIER agrees to notify IMS and negotiate in good faith a new agreement under which IMS could license APLD. The parties agree that the preceding sentence shall survive termination of the APLD Addendum and the Agreement.

Notwithstanding any provision to the contrary, termination of this APLD Addendum shall not result in the termination of the Agreement unless the reason for termination of this APLD Addendum would independently result in the termination of the Agreement pursuant to its terms.

7. Nothing in this APLD Addendum is intended to modify, alter, reduce or change the rights or obligations of IMS and SUPPLIER in the Agreement except as expressly stated in this APLD Addendum. In the event there is a conflict between the terms of this APLD Addendum and the terms of the Agreement with respect to APLD, the terms of this APLD Addendum shall control. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, IMS and SUPPLIER have caused this Agreement to be duly executed by authorized representatives of the parties.

IMS Health Incorporated:

BY: HSADEK

NAME: HOSSAM SADEK

TITLE: C.M. Business Lines

DATE: December 14, 2010

SUPPLIER: Walgreen Co.

BY: [signature]

NAME: Frank P. DeStefano

TITLE: Group VP, Rx Purchasing & Supply Chain

DATE: December 28, 2010

Legal AEW

MB (jd)