

Q0024205
ECM 9321

INVENTORY DATA LICENSE AGREEMENT

This Inventory Data License Agreement (this "Agreement") is made and entered into on July 1, 2011 (the "Effective Date"), by and between Walgreen Co., on behalf of itself and certain affiliates (collectively, "Walgreen"), having its principal place of business at 200 Wilmot Road, Deerfield, IL 60015, and Cephalon, Inc. ("Cephalon"), having its principal place of business at 41 Moores Road, Frazer, PA 19355.

WHEREAS, Cephalon desires to license from Walgreen certain inventory data, as further described herein (the "Data"), relating to Cephalon's products, and Walgreen desires to license such data to Cephalon on the terms and conditions contained herein;

NOW, THEREFORE, the parties hereby acknowledge the good and valuable consideration described below, and intending to be legally bound, they hereby agree as follows:

1. LICENSE

1.1 During the Term (as defined herein), Walgreen will license (the "License") to Cephalon the Data relating to the Cephalon pharmaceutical products identified on Exhibit A attached hereto and made a part hereof (the "Products"). The parties acknowledge and agree that nothing in this Agreement shall require or obligate Walgreen to disclose to Cephalon any information in violation of applicable law as determined by Walgreen in its reasonable discretion, or Data which may constitute Protected Health Information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws. In addition, neither party hereto will: (a) exchange any information that identifies or describes a natural person from the European Union ("EU Personal Data"); or (b) deliver, collect, use, transfer, alter, disclose or otherwise process EU Personal Data on behalf of the other party. If either party notifies the other party that EU Personal Data was exchanged by accident or otherwise, all copies of such EU Personal Data will not be processed and will promptly be returned.

1.2 All Data supplied to Cephalon shall be in the electronic format, and contain the elements described on Exhibit B attached hereto and made a part hereof. Walgreen shall supply Data as frequently as set forth in Exhibit B, and in any event, Walgreen shall supply the Data no later than five (5) business days following the end of the applicable time period, provided that Walgreen has received the Licensee Fee from Cephalon as provided herein. Cephalon hereby agrees that Walgreen may supply the Data to Cephalon through ValueCentric, a third-party service provider, or upon Cephalon's prior agreement in writing in each instance, such other third-party service provider as designated by Walgreen from time to time, all in accordance with the terms and restrictions of this Agreement. In the event data is supplied to Cephalon via a Walgreen's designated third-party service provider, data may be provided in greater frequency as determined by Walgreen and the third-party service provider. Further, as to the business relationship between Cephalon and ValueCentric, the supply of data to Cephalon through ValueCentric (e.g., via software programs proprietary to ValueCentric) shall be subject to the terms and conditions of that certain hosted services agreement by and between Cephalon and ValueCentric.



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2. **LICENSEE FEE**

- 2.1 In consideration for the License of the Data by Walgreen to Cephalon, during the Term (as hereafter defined) Cephalon will pay to Walgreen, upon receipt of a Walgreen invoice in accordance with Section 2.2 below and in advance on a calendar quarterly basis, a Licensee fee in US dollars in the amount of Thirty Thousand and 00/100 Dollars [\$30,000] (the "Licensee Fee"). The parties agree that the License Fee represents fair market value for the services provided and that the License Fee was negotiated in an arms-length transaction. The parties further agree that the License Fee is not intended as an inducement for Walgreen to purchase or recommend any products of Cephalon.
- 2.2 Each Licensee Fee shall be paid by Cephalon by means of check postmarked or electronic funds transfer prior to the later of: (i) the last business day prior to the start of the following calendar quarter or (ii) twenty-eight (28) days after Cephalon's receipt of the Walgreen invoice for the following calendar quarter; in accordance with this Agreement. Cephalon acknowledges and agrees that if it fails to timely pay Walgreen for such Data, Walgreen has no obligation to provide the Data to Cephalon, in addition to other rights and remedies under this Agreement and available in equity or at law.

3. **TERM AND TERMINATION; EFFECT OF TERMINATION**

- 3.1 This Agreement shall be effective on the Effective Date and shall remain in effect for two years, unless terminated earlier as provided herein (the "Initial Term"). This Agreement shall automatically renew for additional one-year terms thereafter (each, an "Extension Term" and collectively, the "Term"), unless either party provides written notice of non-renewal to the other party 30 days prior to the expiration date of the current Term.
- 3.2 Either party may terminate this Agreement without cause and without penalty upon ninety (90) days' prior written notice to the other party. In addition, either party shall have the right to immediately terminate this Agreement for the other party's refusal to perform, or any breach of, any of the terms and conditions of this Agreement.
- 3.3 In the event of any termination or expiration of this Agreement, the following provisions shall apply:
- 3.3.1 The provisions of Section 3.3, 4, 5, 6, 7, 9 and 10 shall survive such termination or expiration, together with any other provision hereof that by its terms survives termination or expiration hereof.
- 3.3.2 If this Agreement is terminated by Cephalon for any reason, or by Walgreen pursuant to the first sentence of Section 3.2, Walgreen shall refund to Cephalon any consideration prepaid for any period beyond the date of termination.
- 3.3.3 Solely with respect to Data obtained by Cephalon through the date of termination or expiration of this Agreement, the License shall become a fully-paid, royalty-free, perpetual license, for use of the Data solely in accordance with the terms, conditions and restrictions set forth in this Agreement, and for no other purpose.

4. **RESPONSIBILITIES AND REPRESENTATIONS OF THE PARTIES**

- 4.1 Upon receipt of the Data, Cephalon or a third party service provider designated by Walgreen, including, but not limited to ValueCentric shall transmit an electronic acknowledgement to Walgreen. In the event that the Data received by Cephalon or a third party service provider designated by Walgreen, including, but not limited to ValueCentric is unintelligible or in garbled form, Cephalon or a third party service provider designated by Walgreen, including, but not limited to ValueCentric shall notify Walgreen of such event and Walgreen shall promptly re-transmit such Data.
- 4.2 Walgreen represents and warrants that: (i) it has the right to provide the Data to Cephalon; and (ii) compliance with the terms of this Agreement and the performance of this Agreement do not and will not breach or conflict with any other agreement or arrangement to which Walgreen is a party.
- 4.3 Walgreen covenants and agrees that it (i) shall not modify the raw information and data used by it to create the Data in manner so as to materially affect the accuracy of the Data; and (ii) shall use commercially reasonable efforts to ensure that the Data accurately represents inventory levels and transactional movement of Cephalon's pharmaceutical products identified in Exhibit A.
- 4.4 Except as expressly provided in this Agreement, WALGREEN MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE DATA, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.5 Each party shall comply and shall cause its employees and representatives to comply with all local, state and federal laws applicable to the performance of their respective obligations under this Agreement and to the use and disclosure of the Data.

5. **SCOPE OF LICENSE**

- 5.1 Cephalon acknowledges and agrees that the Data is confidential and proprietary to Walgreen. As such, pursuant to the License granted, Cephalon agrees that Cephalon: (a) may only utilize the Data for its own internal business use and for no other purpose; (b) may not do or cause to be done anything that impairs Walgreen's exclusive ownership of and rights in the Data; (c) may not disclose any Data to any Third Party without the prior written consent of Walgreen, which consent may be granted or denied in the reasonable discretion of Walgreen, other than to Cephalon's and its Affiliates' directors, officers, employees, agents, consultants or independent auditors ("Representatives") on a "need to know" basis; (d) shall protect the Data using the same degree of care by which it protects its own such information, but in no event, less than reasonable care; (e) shall advise those Representatives who obtain access to the Data of the obligations with respect to the Data, as required by this Agreement; and (f) may copy the Data only as necessary for it to utilize the Data for its own internal business use and to perform its obligations to Walgreen in connection with this Agreement or any other agreement by and between the parties, and ensure that confidentiality is maintained in the copying process. Consistent with this understanding, Cephalon may not use the Data for the benefit of any Third Party. For purposes hereof, "Affiliate" means any business entity controlling, controlled by or under common control with a party hereto; and, "Third Party" means any person or entity other than (i) Walgreen, its Affiliates and its and their Representatives or (ii) Cephalon, its Affiliates and its and their Representatives.

- 5.2 In the event that Cephalon is required to disclose the Data pursuant to a valid court order or other legal requirement, Cephalon shall promptly, and, to the extent practicable, prior to any disclosure, notify Walgreen in writing pursuant to Section 10.4 of this Agreement of the request compelling disclosure, to allow Walgreen to contest the release of the Data, or seek a protective order or other appropriate remedy in order to prevent disclosure of the Data. Cephalon shall also provide reasonable assistance to Walgreen, as Walgreen may request and at Walgreen's expense, in seeking to protect the confidentiality of the Data.
- 5.3 Except as otherwise expressly permitted hereunder, Cephalon agrees not to disclose to any Third Party the existence or terms of this Agreement.
- 5.4 Cephalon must not subcontract any duty or obligation under this Agreement to a Third Party without the prior written consent of Walgreen, which shall not be unreasonably withheld. All performance required under this Agreement must be solely by Cephalon, unless otherwise specified in an exhibit. Notwithstanding the foregoing, Walgreen acknowledges and agrees that Cephalon, in its reasonable discretion and without the prior consent of Walgreen, may engage a Third Party, including, but not limited to, ValueCentric, to provide services to Cephalon involving the analysis and evaluation of the Data in connection with other business information that may be provided to such Third-Party by Cephalon, provided that use of such Data by the Third Party is in accordance with the terms of this Agreement. Further, Cephalon shall remain responsible for the Third Party's acts or omissions with respect to the Data and compliance with the terms of this Agreement to the same extent as if the Third Party's acts or omissions were that of Cephalon.
- 5.5 From time to time during the Term, Walgreen may impose rules prohibiting or limiting contact by pharmaceutical companies or their sales representatives with certain Walgreen employees, including but not limited to Walgreen's in-store pharmacists, and Cephalon shall comply with, and shall cause its sales representatives to comply with, all such rules. Cephalon hereby acknowledges and agrees that, as of the Effective Date, Walgreen's rules applicable to pharmaceutical companies generally prohibit contact with all Walgreen employees other than those employees in Walgreen's corporate offices.
- 5.6 Notwithstanding anything to the contrary in this Agreement, Cephalon may disclose (i) the Data solely to the extent required in Cephalon's reasonable judgment to comply with the rules and regulations of a regulatory body of competent jurisdiction (e.g., the US Drug Enforcement Agency and/or the Drug Administration) upon reasonable prior notice to Walgreen before the initial disclosure to each regulatory body, which notice shall set forth the scope of the disclosure and the legal basis on which Cephalon reasonably believes such disclosure is required; and/or (ii) the existence of this Agreement and certain material terms hereof (but not the Data) to the extent that such disclosure is required in Cephalon's reasonable judgment under the rules and regulations of the U.S. Securities and Exchange Commission or the national securities exchange on which Cephalon's securities are traded.

6. **OWNERSHIP OF MATERIALS; RETURN UPON TERMINATION/EXPIRATION**

- 6.1 All Information disclosed under this Agreement shall remain the property of Walgreen. Except as specifically provided herein, nothing in this Agreement shall be construed as granting a license or copyright in such Data. Except as otherwise provided herein, the disclosure of Data shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by Walgreen to Cephalon with respect to the accuracy thereof or with respect to infringement of any patent or other proprietary right.

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6.2 Cephalon acknowledges and agrees that the Data licensed hereunder to Cephalon shall be and remain the property of Walgreen.

7. DEFENSE AND INDEMNITY; LIABILITY

7.1 Cephalon agrees to defend Walgreen and hold Walgreen harmless from all third-party claims, damages and liabilities, including but not limited to costs and reasonable attorney's fees ("Claims") to the extent resulting or alleged to result from: (a) Cephalon's use of the Data; or (b) Cephalon's breach of this Agreement; in each case except to the extent such Claims result from Walgreen's negligence, willful misconduct or breach of this Agreement. Walgreen agrees to defend Cephalon and hold Cephalon harmless from all third-party Claims to the extent resulting from any actual or alleged infringement or violation by the methods or practices used by Walgreen to provide the Data of any third party patent, trade secret, copyright, trademark or other proprietary rights. This indemnification provision shall not be deemed to waive or limit any other rights the indemnified party may have in equity or at law.

7.2 Each party shall notify the other in writing immediately upon receiving notification of any such suit or claim, and the indemnifying party shall defend such suit or claim on behalf of the indemnified party. In any event, the indemnifying party shall not settle any suit or claim that would adversely impact the indemnified party without the prior written consent of the indemnified party.

7.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Notwithstanding the foregoing, the limitations of liability set forth in this Section will not apply to claims in connection with: (i) claims that are the subject of indemnification under this Agreement; or, (ii) breach of a party's confidentiality obligations under this Agreement.

8. RELATIONSHIP OF THE PARTIES

Walgreen and Cephalon acknowledge and agree that nothing herein contained is intended to constitute them as employer/employee, joint venturers or partners. Neither this Agreement nor any discussions or disclosures made in connection with this Agreement is a commitment to any business relationship, contract or future dealing with the other party, nor shall it prevent either party from conducting similar business with third parties, so long as such discussions or business do not violate this Agreement. Walgreen and Cephalon acknowledge and agree that the personnel employed by the respective party in connection with this Agreement shall remain at all times employees of the respective party, and such party shall remain solely liable for all aspects of the employment of such persons including, recruitment, termination, training, promotion, compensation, benefits, F.I.C.A., payroll taxes and all other deductions or payments to be made by employers for or on behalf of employees. Cephalon shall exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers compensation, social security, pensions, or annuities that are imposed as a result of the employment of Cephalon's employees, agents, representatives, subcontractors and suppliers.

9. **USE OF NAME/MARKS**

Cephalon acknowledges Walgreen's exclusive right, title, and interest in and to all trademarks, trade names, service marks, logos, assignees, program and event names, identifications, and other proprietary rights and privileges of Walgreen (the "Walgreen Marks"). This Agreement and its various provisions are not a license or assignment of any right, title, or interest in the Walgreen Marks by Walgreen to Cephalon. Cephalon must not, in any manner, represent that it has any ownership in the Walgreen Marks. Cephalon must not do or cause to be done anything that impairs Walgreen's exclusive ownership of and license in the Walgreen Marks. Cephalon must not use, print, or duplicate the Walgreen Marks unless Cephalon has obtained prior written approval from Walgreen. Any permitted use by Cephalon of the Walgreen Marks is limited to the term of this Agreement. Upon termination, Cephalon must immediately cease all use of the Walgreen Marks. Cephalon must not assign or attempt to assign any rights with regard to the Walgreen Marks that arise under this Agreement and any such attempted assignment is void.

10. **GENERAL**

- 10.1 **Dispute Resolution.** With respect to any dispute involving the interpretation or application of this Agreement, prior to instituting litigation the parties will use their reasonable efforts to resolve such dispute. If the parties cannot resolve such dispute within 30 days after one party notifies the other of an intent to sue, then either party shall be free to institute such litigation. All communications made in connection with the attempted resolution shall be treated as settlement negotiations and shall be inadmissible in any litigation or other proceeding.
- 10.2 **Assignment.** Except in the event of a merger or a sale of substantially all of the assets of Cephalon, Cephalon may not assign this Agreement or any fees or amounts due to Walgreen hereunder, in whole or in part, without Walgreen's prior written consent, which it may grant or withhold in its reasonable discretion.
- 10.3 **Records; Audit by Walgreen.** Cephalon shall maintain throughout the term, and for one (1) year after the termination or expiration of this Agreement for any reason, hard-copy or electronically retrievable and reproducible, files and records of all Transactions involving the Data. For purposes hereof, "Transactions" means the transmission by Cephalon to any Third Party by electronic or other means of any information in written format based upon or derived from Data and shall exclude any and all transmission of Data within Cephalon. For the avoidance of doubt, nothing herein shall require Cephalon to disclose to Walgreen or any other party any confidential or proprietary information of Cephalon that may incorporate or utilize any Data. Except as may be otherwise provided in a non-disclosure agreement executed between Cephalon and Walgreen, to the extent Walgreen receives, by accident or otherwise, any confidential or proprietary information of Cephalon, Walgreen shall hold such information in confidence. In the event Walgreen reasonably determines that Cephalon may have defaulted on its obligations under this Agreement, including, but not limited to sharing Data with a Third Party in violation of this Agreement, Walgreen shall have the right to audit or appoint a third party auditor to audit Cephalon with respect to Cephalon's records of Transactions during regular business hours, in addition to any other rights Walgreen may have under this Agreement. Cephalon shall be entitled to redact all of Cephalon's confidential and proprietary information from any such records of Transactions. The scope of, and the third party auditor to be engaged to perform, any such audit shall be reasonably agreed between Walgreen and Cephalon in light of the nature of any such alleged default. The audit rights provided hereunder shall survive termination or expiration of this Agreement for a period of one (1) year.

10.4 Notices. All requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (a) when received, if delivered in person, or (b) when sent, if send by facsimile with receipt confirmed, or (c) three (3) business days following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, in any such case as follows:

if to Cephalon:

Cephalon, Inc.
41 Moores Road
Frazer, PA 19355
Attention: Christopher Doerr

With a copy to:

Cephalon, Inc.
41 Moores Road
Frazer, PA 19355
Attention: Legal Department

if to Walgreen:

Walgreen Co.
200 Wilmot Road MS #220B
Deerfield, IL 60015
Attention: Category Mgr., Brand Rx

With a copy to:

Walgreen Co.
104 Wilmot Road MS #1425
Deerfield, IL 60015
Attention: Commercial Transactions
Law

10.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Walgreen and Cephalon, their respective successors and assigns; provided, however, that Cephalon may not transfer or assign its rights or obligations under this Agreement except as permitted under Section 10.2.

10.6 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

10.7 Governing Law; Forum. This Agreement is to be construed and determined under the laws of the State of Illinois, without giving effect to the conflict of laws principles thereof. Both parties hereby consent to the exclusive jurisdiction of the courts of the State of Illinois and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and expenses incurred in connection with any action or proceeding between Cephalon and Walgreen arising out of or related to this Agreement.

10.8 Headings. The headings of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of this Agreement.

10.9 Severability. If any provision of this Agreement is held to be void or unenforceable by any judicial or administrative authority, or is unlawful or unenforceable under any applicable law, the remaining provisions are considered to be severable and their enforceability is not to be affected or impaired in any way by reason of such law or holding.

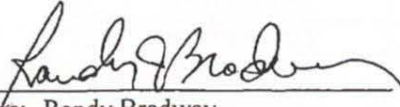
10.10 Entire Agreement; Amendments. The provisions, terms and conditions of this Agreement (including its Exhibits) represent the entire agreement of the parties with regard to the subject matter of this Agreement and supersede any prior oral or written agreement or correspondence relating to the matters described herein. No waiver, modification, change or amendment of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, change or amendment is sought to be enforced.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CEPHALON, INC.

WALGREEN CO.

By: 
Name: Randy Bradway
Title: VP Commercial Operations

By: 
Name: Frank P. DeStefano
Title: Group VP, Rx Purchasing, Supply Chain



Approved by Department	
Commercial Transactions Law by	FJF
R Purchasing by	MPW
By PURCHASING by	MRP
	by



EXHIBIT A
PRODUCTS

Description	NDC 10	NDC 11	Strength (Pkg Size)
Actiq® 200mcg	63459-502-30	63459-0502-30	200mcg (30's)
Actiq® 400mcg	63459-504-30	63459-0504-30	400mcg (30's)
Actiq® 600mcg	63459-506-30	63459-0506-30	600mcg (30's)
Actiq® 800mcg	63459-508-30	63459-0508-30	800mcg (30's)
Actiq® 1200mcg	63459-512-30	63459-0512-30	1200mcg (30's)
Actiq® 1600mcg	63459-516-30	63459-0516-30	1600mcg (30's)
Amrix® 15mg	63459-700-60	63459-0700-60	15mg (60's)
Amrix® 30mg	63459-701-60	63459-0701-60	30mg (60's)
Fentora® 100mcg	63459-541-28	63459-0541-28	100mcg (28's)
Fentora® 200mcg	63459-542-28	63459-0542-28	200mcg (28's)
Fentora® 300mcg	63459-543-28	63459-0543-28	300mcg (28's)
Fentora® 400mcg	63459-544-28	63459-0544-28	400mcg (28's)
Fentora® 600mcg	63459-546-28	63459-0546-28	600mcg (28's)
Fentora® 800mcg	63459-548-28	63459-0548-28	800mcg (28's)
Gabitril® 2mg	63459-402-01	63459-0402-01	2mg (100's)
Gabitril® 2mg	63459-402-30	63459-0402-30	2mg (30's)
Gabitril® 4mg	63459-404-01	63459-0404-01	4mg (100's)
Gabitril® 4mg	63459-404-30	63459-0404-30	4mg (30's)
Gabitril® 12mg	63459-412-01	63459-0412-01	12mg (100's)
Gabitril® 12mg	63459-412-30	63459-0412-30	12mg (30's)
Gabitril® 16mg	63459-416-01	63459-0416-01	16mg (100's)
Gabitril® 16mg	63459-416-30	63459-0416-30	16mg (30's)
Provigil® 100mg	63459-101-01	63459-0101-01	100mg (100's)
Provigil® 100mg	63459-101-30	63459-0101-30	100mg (30's)
Provigil® 200mg	63459-201-01	63459-0201-01	200mg (100's)
Provigil® 200mg	63459-201-30	63459-0201-30	200mg (30's)
Nuvigil® 50mg	63459-205-60	63459-0205-60	50mg (60's)
Nuvigil® 50mg	63459-205-30	63459-0205-30	50mg (30's)
Nuvigil® 150mg	63459-215-60	63459-0215-60	150mg (60's)
Nuvigil® 150mg	63459-215-30	63459-0215-30	150mg (30's)
Nuvigil® 250mg	63459-225-60	63459-0225-60	250mg (60's)
Nuvigil® 250mg	63459-225-30	63459-0225-30	250mg (30's)
Treanda® 25 mg	63459-390-08	63459-0390-08	25 mg / 8 mL vial
Treanda® 100 mg	63459-391-20	63459-0391-20	100 mg / 20 mL vial
Trisenox® Injection	63459-600-10	63459-0600-10	10 mg / 10 mL (100mgs)

Products manufactured by Cephalon may be added / deleted at the discretion of CEPHALON.

Exhibit A

Data License Agmt_Cephalon_3-17-11 - FINAL

EXHIBIT B
FORMAT

Walgreen shall:

A. Provide Vendor with EDI 852 transactions for all Products, with a summary transmitted to Vendor on a weekly basis in a manner mutually agreed upon by the parties. Each transmission will include the information set forth below collected on a daily basis, to be provided at the level of each Walgreen's Distribution Centers and by Product NDC number.

<u>Code</u>	<u>Description</u>
QA	On Hand
QP	On Order
QW	Quantity Withdrawn from Warehouse Inventory
QO	Lost billings - Out of Stock Items by Warehouse
QR	Receipts

B. Provide Vendor with EDI 867 transactions for all Products, which will include the information set forth below and shall be transmitted to Vendor on a weekly basis in a manner mutually agreed upon by the parties. Each data point included will be provided at the level of each Walgreen's Distribution Centers and by Product NDC number.

<u>Code</u>	<u>Description</u>
DS	Distributor
SS	Stock Sales
ST	Ship To

C. Provide Vendor store direct purchase data from wholesaler on a weekly basis in a manner mutually agreed upon by the parties.

D. When made available by Walgreen, provide Vendor with EDI 852 transactions for all Products, which will include the information set forth below and shall be transmitted to Vendor on a weekly basis in a manner mutually agreed upon by the parties:

Marketing Vendor #
WIC or other identifier
Quantity Available (chainwide)
Quantity Available per Store --> Store #

Notwithstanding the foregoing, the provision of Data by Walgreen shall be governed by Section 1.1 of this Agreement.

Exhibit B

Data License Agmt_Cephalon_3-17-11

