

November 25, 2009

# Statement of Work: PainEDU Sponsorship for 2010

STATEMENT OF WORK FOR:



PLAINTIFF TRIAL  
EXHIBIT  
**P-04417\_00001**

**STATEMENT OF WORK**  
**RISK MANAGEMENT PROJECT – PainEDU Sponsorship for 2010**

**To be Incorporated by Reference into the Master Services Agreement Between**  
**Actavis Elizabeth LLC and Inflexxion, Inc.**  
**Dated as of January 1, 2010**

This Statement of Work is entered into by and between Actavis Elizabeth LLC with its principal offices located at 60 Columbia Road, Building B, Morristown, NJ 07960 (“Actavis”), and Inflexxion, Inc. with its principal offices located at 320 Needham Street, Suite 100, Newton, MA 02464 (“Inflexxion”) as of the 1st day of January, 2010 (the “Effective Date”).

WHEREAS, Inflexxion and Alpharma Branded Products Division, Inc., a Delaware corporation (“Alpharma”), previously entered into the Master Services Agreement, executed as of November 13, 2006, as amended by letter agreements dated December 20, 2007, December 30, 2008 and November 25, 2009 (hereinafter referred to as the “MSA”); and

WHEREAS, King Pharmaceuticals, Inc. acquired Alpharma (then known as Alpharma Pharmaceuticals LLC) on December 29, 2008 (the “Closing”); and

WHEREAS, effective as of the Closing, Alpharma assigned its rights under the MSA to Actavis, and Actavis assumed the post-Closing obligations of Alpharma (with Alpharma retaining its pre-Closing obligations under the MSA); and

WHEREAS, the parties intend for this Statement of Work to become a part of said MSA and incorporated therein; and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows.

**1. Title of the Statement of Work.**

The title of this Work Order shall be “PainEDU Sponsorship for 2010”.

**2. Background.**

PainEDU.org is a content-rich web site that educates a variety of providers on topics important to pain management. PainEDU.org serves as a comprehensive online educational resource for clinicians who are engaged in, or want to learn more about, pain assessment, treatment, and management. The website provides a compelling case study that exemplifies the rich educational relationship between Inflexxion and health care providers. The relationships with health care providers cultivated through PainEDU.org are distinct from those of other online medical education providers in that PainEDU.org facilitates a two-way dialogue between Inflexxion and primary health care providers. Through its established relationship with clinicians, PainEDU.org allows for a dialogue that meets the complex needs of clinicians about pain education in a dynamic way that addresses this growing need for education. Through news, literature, and interviews with leading pain practitioners, it offers medical professionals the opportunity to stay informed, increase their comfort level with the administration of prescription opioids, and learn about working with different populations of pain patients.

Online education programs, including web-based Continuing Education courses, can effectively enhance the knowledge of clinicians who treat patients with chronic pain. PainEDU.org offers complimentary, fully-accredited online CME/CEU credits for physicians, nurses, pharmacists and psychologists. The case-based courses promote a variety of learning objectives that address the diverse issues surrounding pain management in different clinical settings.

Additionally, hard-copies of Inflexxion's popular Health Series publications are available at no cost to registered users. *The PainEDU.org Manual: A Pocket Guide to Pain Management* provides a concise treatment of pain management and is written for doctors, nurses, pharmacists, psychologists and other clinicians. Comprehensive, yet still portable, the *PainEDU.org Manual* has become an invaluable resource for thousands of clinicians for use "in the field" as well as in educational settings. It is known as a trusted resource not only because of its non-promotional nature, but because it is updated quarterly to reflect the most current guidelines in pain management. Since its publication in October 2007, over 23,000 copies of the *PainEDU.org Manual* have been put into use by a variety of institutions, including: large teaching hospitals, small community hospitals, multi-group practices, Veterans Administration facilities, medical schools, nursing schools, hospices, and of course individual clinical practices. Additionally, *Managing Chronic Pain with Opioids in Primary Care* is a text which deals solely with the safe and appropriate use of opioids in clinical practice, with a special emphasis on primary care. Both texts are designed to be companion guidelines for clinicians dealing with pain management issues. These manuals can also be downloaded from the site for electronic viewing, making them particularly useful resources on PDA devices as well.

PainEDU also provides the *Course-In-a-Box Series*, which is a novel resource for clinical educators. It is an "all-in-one" downloadable set of PowerPoint presentations about specific topics about pain, complete with speaker notes. It is ideal for classrooms, grand rounds, conferences, and in-service education. There is a special focus at PainEDU towards opioid risk management. For example, registered clinicians are also able to download widely-accepted and respected opioid screening and assessment tools, such as the *Screening and Opioid Assessment for Patients with Pain (SOAPP®)* and *Current Opioid Misuse Measure (COMM®)*. These tools have been implemented by large health systems such as Kaiser Permanente and were incorporated into the recently released APS/AAPM Joint Guidelines on the use of opioids in chronic non-cancer pain. The Utah Department of Health recently incorporated PainEDU, the SOAPP®, and the COMM® into their state-wide prescription pain medication initiative. A Summary of PainEDU offerings includes:

- Complimentary CME and CEU credits that meet JCAHO guidelines for pain education
- Current research and literature in pain management
- "Virtual" Interviews with leading pain practitioners on pertinent topics
- Live online Inflexxion Health Series updates
- Access to interactive tools, manuals, and presentations on pain management
- Screening/assessment tools for download, including SOAPP® and COMM®

At present, there are about 21,656 healthcare professionals registered at the PainEDU website, with approximately 150 new registrants subscribing weekly. PainEDU records over 1600 visits each week and is showing consistent rapid growth.

### **3. Executive Summary.**

Sponsorship of PainEDU represents an educational intervention and prevention solution that complements the NAVIPPRO™ surveillance reports they currently receive for the prescription opioid KADIAN®. This Statement of Work outlines the terms of Actavis' continued sponsorship of the PainEDU website, effective as of the Effective Date, January 1, 2010, and good for one year, terminating on December 31, 2010.

**4. Deliverables.**

Actavis will receive quarterly reports including user statistics and trends for all prevention and intervention websites they sponsor. These reports include, but are not limited to: registered user statistics, unique users, page views, downloads, qualitative summaries of user feedback, marketing and dissemination goals, and comparative user trends over time.

Reports are delivered 10 business days after the close of each quarter. The 2010 delivery schedule is as follows:

- Q1 Intervention and Prevention Subscription Report - April 14, 2010
- Q2 Intervention and Prevention Subscription Report - July 15, 2010
- Q3 Intervention and Prevention Subscription Report - October 14, 2010
- Q4 Intervention and Prevention Subscription Report - January 14, 2011

**5. Pricing and Payment Schedule.**

<b>PainEDU SPONSORSHIP for 2010</b>	<b>\$300,000</b>
<b>GRAND TOTAL FOR THIS STATEMENT OF WORK</b>	<b>\$300,000</b>

**The total cost of \$300,000 will be paid out by Actavis in four (4) quarterly payments of \$75,000.00. Payments will be coordinated with the delivery dates of the reports as set forth in Section 4 of this Statement of Work. Payments are due forty-five (45) days after receipt of each quarterly report. IN the event a report is late, the applicable payment may be delayed.**

**6. Ownership of intellectual property created by this Statement of Work.**

The intellectual property for PainEDU as defined in this Statement of Work is owned in its entirety by Inflexxion as is the product brand itself. Nothing in this Statement of Work or the MSA shall give Actavis any interest in the intellectual property associated with the PainEDU website or any of its components. Further, any intellectual property created as a result of this Statement of Work shall not be considered a Work for Hire but rather shall be the exclusive property of Inflexxion, and Actavis shall cooperate in any way reasonably requested by Inflexxion in asserting and protecting the ownership rights of Inflexxion as stated herein.

It is understood and agreed that the provisions of this Section 6 are inconsistent with the MSA and that the parties agree to waive the pertinent provisions of the MSA so that this Section 6 shall supersede any provisions or language within the MSA that is contrary to this Section 6.

**7. Term.**

The Term of this Statement of Work shall commence upon its execution as of the Effective Date and shall terminate upon termination or expiration of the MSA, unless sooner terminated upon written notice as provided for in the MSA.

**8. Miscellaneous.**

The following miscellaneous provisions are made a part of this Statement of Work provided that this Statement of Work has not been terminated and all payments due from Actavis to Inflexxion hereunder are current.


- a) Actavis (together with any other co-sponsors) will be recognized at the PainEDU website.
- b) No sponsor will have any editorial control over the site, so that the site can be described as "independent."
- c) Inflexxion may periodically request that Actavis provide it with access to some of its Key Opinion Leaders (KOLs). Where possible, Actavis will make a good faith effort to do so.
- d) Articles, papers and professional presentations pertaining to PainEDU dissemination will acknowledge the sponsor's contributions.
- e) Notices to Actavis shall be sent as set forth in the MSA, addressed to the following: Actavis Elizabeth LLC, 200 Elmora Avenue, Elizabeth, New Jersey 07207, Attention: Terri Nataline, VP - Regulatory Affairs, with a copy to Actavis Elizabeth LLC, 60 Columbia Road, Building B, Morristown, New Jersey 07960, Attention: Legal Department.
- f) The remainder of the MSA remains in full force and effect. This Statement of Work together with the MSA constitutes the entire agreement between Inflexxion and Actavis with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties relating to the subject matter hereof. Any modification or waiver of any of the terms is effective and binding only if mutually agreed to in writing by both parties. Notwithstanding the foregoing, it is understood and agreed that the parties may enter into subsequent Statements of Work which will not affect this Statement of Work unless specifically provided therein.
- g) Except as otherwise specifically provided herein, this Statement of Work is incorporated in and shall become a part of the MSA.

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

**Actavis Elizabeth LLC**

By: \_\_\_\_\_  
Name: Terri Nataline  
Title: VP, Regulatory Affairs

**Inflexxion, Inc.**

By:   
Name: Simon Budman  
Title: President