From: Matthew Berkle
Sent: Wednesday, June 17, 2009 12:17 PM
To: Terri Nataline
Subject: RE: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion
Attachments: Inflexxion - Services Agreement - 11.13.06.pdf; 2007 Amendment to Inflexxion MSA.pdf; 2008 Amendment to Inflexxion MSA.pdf; Assignment Letter.pdf

Terri:

I have attached the 2006 Master Service Agreement as well as the 2007 Amendment, 2008 Amendment and the Alpharma/Actavis assignment letter.

Regards,

Matt

Matthew Berkle
Director, Commercial Law

actavis
creating value in pharmaceuticals

Actavis
60 Columbia Rd. Bldg B *t* (973) 889-6688 @ MBERKLE@actavis.com
Morristown , NJ 07960 United States *f* (973) 993-4306 *w* www.actavis.com
Internal VoIP number *t* 125 6688

From: Terri Nataline
Sent: Wednesday, June 17, 2009 2:46 PM
To: Matthew Berkle
Subject: FW: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Matt,

Do you have a copy of the Master Service Agreement with Infexxion that we can send to them?

Thanks.

Terri Nataline
Vice President, Regulatory and Medical Affairs

actavis
creating value in pharmaceuticals

Actavis

PLAINTIFF
TRIAL EXHIBIT
P-04431_00001

200 Elmora Avenue t 908-659-2317 @ TNataline@actavis.com
Elizabeth , NJ 07202 United States w www.actavis.com
Internal VoIP number t 1202317

From: Chris Twardowski [mailto:ctwardowski@Inflexxion.com]
Sent: Wednesday, June 17, 2009 2:30 PM
To: Terri Nataline
Cc: Simon Budman; Andrea Licari; Lesley Folensbee
Subject: RE: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Hi Terri, I also wanted to check in on the MSA we had sent over. Since the PainEDU SOW refers to the MSA, can we assume that the your legal team is satisfied with the agreement? If so, can you please fax me a copy of the signed MSA? If there are any comments or revisions to the MSA, can you please email me the marked-up version?

Many thanks,

Chris

Chris Twardowski
Project Manager
Inflexxion, Inc.
T (617) 332 6028 x279
D (617) 614 0379
F (617) 332 1820
www.inflexxion.com

From: Terri Nataline [mailto:TNataline@actavis.com]
Sent: Wednesday, June 17, 2009 2:10 PM
To: Chris Twardowski
Subject: FW: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Please see attached.

Terri Nataline
Vice President, Regulatory and Medical Affairs

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creating value in pharmaceuticals

Actavis

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Internal VoIP number t 1202317

From: Terri Nataline
Sent: Friday, June 12, 2009 1:28 PM
To: 'Chris Twardowski'
Cc: Andrea Licari; Lesley Folensbee
Subject: RE: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Attached is SOW for PainEDU sponsorship that incorporates Actavis changes/comments.

Terri Nataline
Vice President, Regulatory and Medical Affairs

actavis
creating value in pharmaceuticals

Actavis
200 Elmora Avenue t 908-659-2317 @ TNataline@actavis.com
Elizabeth , NJ 07202 United States w www.actavis.com
Internal VoIP number t 1202317

From: Chris Twardowski [mailto:ctwardowski@Inflexxion.com]
Sent: Thursday, June 11, 2009 1:58 PM
To: Terri Nataline
Cc: Andrea Licari; Lesley Folensbee
Subject: RE: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Hi Terri,

Just wanted to follow up on the agreement – do we have a final draft? We'd like to have this signed this week – please let me know if I can do anything to help.

Many thanks,

Chris

Chris Twardowski
Project Manager
Inflexxion, Inc.
T (617) 332 6028 x279
D (617) 614 0379
F (617) 332 1820

www.inflexxion.com

From: Terri Nataline [mailto:TNataline@actavis.com]
Sent: Wednesday, June 03, 2009 1:29 PM
To: Chris Twardowski
Cc: Andrea Licari; Lesley Folensbee
Subject: RE: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Chris,

I marked up the agreement and sent it to our Legal department. I expect to get a final draft turned around by next week.

Terri

From: Chris Twardowski [mailto:ctwardowski@Inflexxion.com]
Sent: Tuesday, May 26, 2009 4:33 PM
To: Terri Nataline
Cc: Andrea Licari; Lesley Folensbee
Subject: [Maybe Spam] PainEDU Sponsorship for 2009 - Statement of Work from Inflexxion

Hi Terri,

Please see the attached Statement of Work regarding Actavis' PainEDU sponsorship for 2009. The SOW states that the one-year sponsorship began on January 1st, 2009 and lists this date as the Effective Date.

Where it references the Master Services Agreement, you'll see that I've left this date highlighted – I expect this date to be revised based upon the contract you are drafting (Lesley said that you two spoke on Thursday). If it makes sense to include this SOW as an addendum to the MSA, please feel free to integrate the two documents.

What is your timeline for finishing the MSA and getting final sign-off? Please let me know if there is anything I can do to help – also let me know if you have any questions as you review the SOW.

Many thanks,

Chris

Chris Twardowski
Project Manager
Inflexxion, Inc.
T (617) 332 6028 x279
D (617) 614 0379

F (617) 332 1820
www.inflexxion.com

AGREEMENT

This Agreement ("Agreement") is made this 13th day of November, 2006 between Inflexxion, Inc. a Massachusetts corporation with its office at 320 Needham Street, Newton, MA 02464 (hereinafter referred to as "Inflexxion") and Alpharma Branded Products Division Inc., with its principal place of business as One New England Avenue, Piscataway, New Jersey 08854 (hereinafter referred to as "Alpharma").

Recitals

Whereas, Alpharma is a pharmaceutical company that currently markets KADIAN® and may market other opioid analgesics and other scheduled drugs; and

Whereas, Alpharma has embarked upon the development and implementation of a comprehensive risk management program ("RMP") to monitor potential misuse, abuse and diversion of Alpharma products; and

Whereas, one component of Alpharma's RMP is proactive pharmacovigilance and surveillance; and

Whereas, Inflexxion has experience in the development of a drug surveillance system that obtains data regarding abuse of pharmaceutical products and that will enable Inflexxion to obtain and analyze the data thereby providing proactive pharmacovigilance and surveillance to support Alpharma's RMP; and

Whereas, Inflexxion has previously contracted with another pharmaceutical company for the purpose of developing a drug surveillance system which system will become further developed and enhanced as a result of this Agreement;

Now, therefore, in consideration of the mutual promises and covenants expressed in this Agreement, the parties agree as follows:

1. The National Addictions Vigilance Intervention & Prevention PROgram (NAVIPPRO) Project

A. NAVIPPRO is a risk management system designed to discover and quantify misuse and abuse of prescription opioid pain medications. The short term goal of NAVIPPRO is to provide its Founders, Subscribers and ultimately the FDA with current, product specific data that can be used to identity and understand where, how and to what extent prescription opioid pain medications are being abused. It is anticipated that in the long term, the NAVIPPRO data and analyses of the data will lead to interventions that advance the public health and improve the benefit-to-risk ratio of these drugs as well as non-opioid prescription drugs.

Pursuant to the terms and conditions of this Agreement, Inflexxion will continue to develop and enhance its previously developed CD-ROM based drug abuse monitoring system (herein referred to as "NAVIPPRO", "The NAVIPPRO Project" or the "Project").

The Statement of Work to be performed by Inflexxion pursuant to this Agreement in the continuing development and enhancement of the NAVIPPRO Project is contained in Exhibit A, which is incorporated herein by reference.

2. Funding the NAVIPPRO Project

A. Unrestricted grants. The funding of the NAVIPPRO Project will be made in the form of unrestricted grants from its two Founders, one of which is Alpharma. It is understood and agreed that the unrestricted grant funding mechanism is essential to the NAVIPPRO Project insofar as it maintains the credibility and scientific integrity of the data, the analysis and the Project itself. Alpharma, as a grantor of this unrestricted grant, is referred to as a "Founder" and, as such, agrees to the following conditions regarding its grant as provided herein:

i. Statement of Purpose: The purpose of NAVIPPRO is for the scientific collection of data and information and the independent, scientific analysis of said data and information and not for the promotion of a Founder's or Subscriber's products, directly or indirectly.

ii. Control of Content and Selection of Employees, Consultants and Advisory Board: Inflexxion is ultimately responsible for control of content of the research methodology, NAVIPPRO products and selection of Project employees, consultants and Advisory Board members. Alpharma, or its agents, will respond only to Inflexxion-initiated requests for suggestions of content, publications or key personnel.

iii. Disclosure of Financial Relationships: Inflexxion will be responsible for appropriate disclosure of the Founders' funding of NAVIPPRO.

iv. Auxiliary Promotional Activities: No promotional activities of a Founder will be permitted within the NAVIPPRO system or any of its publications or presentations.

v. Objectivity and Balance: Inflexxion will use its best efforts to ensure that data regarding a Founder's products (or competing products) are objectively and scientifically selected and presented.

vi. Limitations of Data: Inflexxion will use reasonable business efforts to disclose the limitations of data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.

B. Founders. A "Founder", for purposes of this Agreement, is defined as a company which provides unrestricted grant monies for the development and enhancement of the NAVIPPRO Project. The initial Founder has previously made its unrestricted grant, which grant was used for the initial stages of development of the NAVIPPRO Project. It is understood and agreed that at any given time there shall be only two Founders of the NAVIPPRO Project which shall include the initial Founder and Alpharma and such replacement(s) as Inflexxion shall select in the event that either of the two original Founders shall terminate their Agreement without cause prior to the expiration of the Founder Agreement. Alpharma shall be afforded all benefits of a Founder pursuant to the terms of this Agreement except in the event that this Agreement is terminated prior to the

Expiration Date, provided, however, that Alpharma's post-termination rights as a Founder shall continue in the event of termination resulting from a breach of this Agreement by Inflexxion (see Section 6 B (a)).

Alpharma agrees that during the Term of this Agreement Inflexxion may disclose the relationship of Alpharma as a Founder to the NAVIPPRO Project to such third parties as Inflexxion may determine, provided that the disclosure to any such third party/ies of the initial Founder is made at the same time. Such disclosure may include, but is not limited to, solicitations for future Subscribers, press releases and sales and marketing related documents.

C. Follow-on Subscriber Agreements. Without imposing any current obligation on the parties, upon the Expiration Date of this Agreement (see Section 6 below), it is the intent of the parties to enter into a follow-on agreement providing for the continued site recruitment as well as for the collection and analyses of Project data from the then existing sites and consequent report generation by Inflexxion pertaining to the data. These subsequent agreements may be referred to as "Subscriber Agreements". There will be no limit to the number of Subscriber Agreements between Inflexxion and various individuals and entities referred to as "Subscribers". Subscriber Agreements entered into with the Founders will include a discounted rate of payment from that imposed on non-Founder Subscribers, which shall equal at least 20%. In addition, Inflexxion agrees that no third party will receive a greater discount than Alpharma and in the event that Inflexxion offers a greater discount to a third party, that same discount shall be offered to Alpharma. Nothing contained herein shall obligate Alpharma to enter into a Subscriber Agreement or any other agreement related to NAVIPPRO.

Inflexxion agrees that it shall act in good faith to recruit follow-on subscribers during the term of this Agreement and thereafter. Toward that end, Inflexxion shall provide a marketing plan to be delivered to Alpharma by December 31, 2006.

3. Compensation, Payment and Projected Timeline

A. Budget. In support of the NAVIPPRO Project, Alpharma will provide the unrestricted grant funds listed in Exhibit C. The Budget may be modified only upon the prior written agreement of both parties.

B. Payment Schedule. The payment schedule for the NAVIPPRO Project is set forth in Exhibit C and is incorporated herein by reference and may be modified only upon the prior written agreement of both parties.

C. Timeline. The projected timeline for the development, testing and implementation of the NAVIPPRO Project is described in Exhibit B and is incorporated herein by reference.

D. Delay in Payment. The parties understand and agree that payments from Alpharma shall be made no later than the dates specified in Exhibit C, provided all Deliverables corresponding to a payment have been completed. Any delay in payment to Inflexxion corresponding to Deliverables that have been completed may result in the suspension of further activity on the NAVIPPRO Project until all payments are received and, further,

may result in at least a corresponding delay in all subsequent tasks to be performed by Inflexxion in furtherance of the Project.

4. Deliverables and Benefits to Alpharma

A. Deliverables. The NAVIPPRO Project will require Inflexxion to perform Tasks including but not limited to the coordination of groups of advisors and participants, the generation of multiple reports, and the development of statistical methodologies. These efforts are collectively referred to as the Deliverables and are more fully described in the Statement of Work set forth on Exhibit A and are incorporated herein by reference.

B. Benefits of the NAVIPPRO Project. The NAVIPPRO Project will provide, inter alia, the following benefits to Alpharma:

(a) Inflexxion staff to provide support in the analysis and interpretation of NAVIPPRO Project data;

(b) Access to NAVIPPRO Project data pertaining to Alpharma products and aggregate data pertaining to prescription opioid and illicit drug abuse in general;

(c) Founder discount for NAVIPPRO Project data, analysis and reports in follow-on Subscriber Agreements. The cost of Alpharma becoming a follow-on Subscriber at Level 4 services shall, in no event, exceed $1,520,000.00 per year for the five (5) years immediately following the expiration date of this Agreement. Likewise, for five (5) years following the Expiration Date, the cost of subscribing for Level 3 services shall not exceed $ 1,280,000.00 for Level 2 services shall not exceed $ 800,000.00, and for Level 1 services shall not exceed $ 400,000.00. The various levels of services and their related costs are outlined in Exhibit D and are hereby incorporated by reference;

The cost provisions set forth above shall survive termination or expiration of this Agreement for a period of five years from the expiration or termination provided, however, said cost provisions shall terminate upon termination of this Agreement resulting from a breach by Alpharma.

(d) Acknowledgement as a Founder and provider of unrestricted grant funds on all publications, presentations and government communications made by Inflexxion pertaining to the Project provided this Agreement is not terminated prior to the Expiration Date (as defined in Section 6 (A)) , unless such termination is due to Inflexxion's breach of this Agreement;

(e) A right of first refusal on any future grants sought by Inflexxion pertaining to the NAVIPPRO Project (exclusive of NAVIPPRO derivative programs) which may allow for a partnership relationship with a pharmaceutical company;

(f) Discounted rates charged by Inflexxion to Alpharma and its affiliates on all future Alpharma-Inflexxion projects. Such discounted rate shall be no more than 20% off Inflexxion standard rates for such a project. Notwithstanding the

foregoing, Inflexxion agrees that no third party will receive a greater discount than Alpharma and in the event that Inflexxion offers a greater discount to a third party, that same discount shall be offered to Alpharma.

5. Key Personnel

The current Inflexxion designated individuals in the NAVIPPRO Project are the following:

(a) Simon H. Budman, Ph.D., President and CEO;

(b) Nathaniel Katz, M.D., M.S.;

(c) Stephen F. Butler, Ph.D., Senior Vice President and Chief Science Officer;

(d) Albert J. Villapiano, Ed.D., Vice President of Clinical Development, Substance Abuse;

In the event that any of the above individuals become unavailable for continued participation in the NAVIPPRO Project, Inflexxion shall designate a replacement for the individual. The choice of the replacement will be solely within the discretion of Inflexxion, provided however that any such replacement shall be approximately of comparable caliber in terms of credentials, education and experience.

6. Term, Option to Extend and Termination

A. Term. The Term of this Agreement will begin upon execution (the "Commencement Date") and will end on December 31, 2007 ("Expiration Date") unless terminated prior thereto in accordance with Section 6B.

B. Termination.

(a) Either party may terminate this Agreement for cause upon written notice specifying the cause, provided that the breaching party has not cured the alleged breach(es) within thirty (30) days of the written notice. If the nature of the alleged breach is such that more than thirty (30) days is reasonably required for its cure, then this Agreement shall not be terminated if the breaching party has commenced such cure within the thirty (30) days and thereafter is diligently pursuing such cure to completion.

(b) Inflexxion may terminate this Agreement upon the third notice to cure any single breach of payment due for Deliverables completed as referenced in Section 3B.

(c) Either party may terminate this Agreement if the other party should commence any case, proceeding or action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with

respect to it, or seeking to adjudicate it as a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or (iii) making an assignment for the benefit of its creditors; or, there shall be commenced against such other party any such case, proceeding or other action which results in the entry of an order for relief or any such adjudication or appointment remains undismissed, undischarged or unbonded for a period of 30 days.

(d) Alpharma may terminate this Agreement upon 30 days' prior written notice in the event that it has sold all or substantially all of its business or assets, or it has sold its rights to its product/s subject to this Agreement, or in the event of a change of control of Alpharma (or its affiliates) resulting from a merger, consolidation or similar transaction.

C. Termination - Payments. In the event of a breach of this Agreement by Inflexxion, Alpharma shall be responsible for all payments for all work actually performed and delivered by Inflexxion prior to the said breach as set forth on Exhibit C (Payment Schedule). In the event of termination pursuant to this Section 6, all monies received or due to Inflexxion, as of the date of termination, shall be nonrefundable or promptly due.

7. Alpharma Confidential Information

A. All information, including, but not limited to, Alpharma's operations, such as Alpharma's patent application, formulas, manufacturing processes, basic scientific data, prior clinical data and formulation information supplied by Alpharma to Inflexxion or generated pursuant to this Agreement (the "Alpharma Confidential Information") are considered confidential and shall remain the sole property of Alpharma. Both during and after the term of this Agreement, Inflexxion will use its best efforts to maintain in confidence and use the Alpharma Confidential Information only for the purposes contemplated in this Agreement.

B. The preceding obligations shall not apply to data or information:

(a) in the public domain or which is publicly known at the time it is disclosed under this Agreement;

(b) which has been published through no fault of Inflexxion;

(c) which Alpharma agrees in writing, may be used or disclosed; and

(d) which Inflexxion is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case Inflexxion shall immediately give as much advance notice as feasible to Alpharma to enable Alpharma to exercise its legal rights to prevent and limit such disclosure. In any

event, Inflexxion shall disclose only that portion of the Alpharma Confidential Information that, in the reasonable opinion of Inflexxion's legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by the court or tribunal.

C. Inflexxion will only provide Alpharma Confidential Information to its employees, agents, consultants, directors and officers that have a need to know such information to effectuate the purpose of this Agreement. Inflexxion represents and warrants that the employees, agents, consultants, directors and officers will be informed of the confidentiality obligations under this Agreement and will be bound by at least as restrictive terms as those contained in this Section 7.

D. Title to, and all rights emanating from the ownership of, all Alpharma Confidential Information disclosed or generated under this Agreement will remain vested in Alpharma. No rights or license in or to Alpharma's Confidential Information, or any Alpharma patents, copyrights or trademarks are granted to Inflexxion by virtue of this Agreement.

E. Inflexxion shall return to Alpharma any and all Alpharma Confidential Information upon the termination of this Agreement.

F. Upon execution of this Agreement, and on an ongoing basis during the Term of this Agreement, Alpharma shall disclose and transfer to Inflexxion in English all Alpharma Confidential Information, as defined above, reasonably required by Inflexxion for the development of the Project database. Further, Alpharma hereby grants to Inflexxion a limited right to use Alpharma's Confidential Information in the development of the Project database. Except as provided herein, no rights or license, express or implied, in or to Alpharma's Confidential Information are granted to Inflexxion by virtue of this Agreement.

G. The obligations in this Section 7 will survive the expiration or termination of this Agreement.

8. Ownership of and Permitted Use of Project Database, Project Information and Inventions; and Publication

A. Definitions. For purposes of this Agreement the following terms shall have the following meanings:

(a) "Project Database" shall mean all database products, information, data collection methodologies, software applications, utilities, standards, analysis techniques, report formatting software, web sites and all content therein, all multi-media content and development tools (including without limitation, written, printed, graphic, video and audio material, and information contained in any computer data base or computer readable form such as, but not limited to, source codes and computer programs) developed by or on behalf of Inflexxion in connection with the Project, including improvements thereon made by or on

behalf of Inflexxion. The Project Database shall not include Alpharma Confidential Information.

(b) "Project Information and Inventions" shall mean all research tools, research results and any discoveries, improvements, processes, formulas, data, inventions, know-how, trade secrets, whether patentable or not, developed in connection with or resulting from the Project, but exclusive of Alpharma Confidential Information.

B. Ownership of Project Database and Project Information and Inventions. The entire right, title and interest in the Project Database and in all Project Information and Inventions shall be owned exclusively by Inflexxion and any copyrights or trademarks pertaining to said material shall belong to Inflexxion free of any claim by Alpharma, the other Founder or any third party.

C. License Grant. During the Term of this Agreement Inflexxion shall provide Alpharma with Project reports and other deliverables as outlined in Exhibits A and B. In no event shall Alpharma be entitled to data pertaining to individual respondents collected pursuant to the NAVIPPRO Project. Inflexxion shall analyze, interpret and report on said data according to the Statement of Work and according to the timeline set forth in Exhibit A and Exhibit B respectively. Inflexxion hereby grants to Alpharma a non-exclusive, perpetual license (without right to sublicense) under Inflexxion's interest in all such data, data analyses and reporting that described in Exhibit A and which are physically provided to Alpharma in whatever form prior to the termination of this Agreement (the "Licensed Information") provided, however, that the use of the Licensed Information by Alpharma shall be limited to the following until such time as the Licensed Information shall enter the public domain:

(a) For submissions to regulatory agencies (Inflexxion acknowledges that Alpharma is not responsible for the use of the Licensed Information by any such regulatory agencies);

(b) For internal use by Alpharma provided that any individuals with access to the Licensed Information within Alpharma shall be subject to the limitations imposed on its use as provided herein. The Licensed Information may be shared with all employees within Alpharma and its affiliates, provided they are subject to limitations on use as provided herein;

(c) As may be required by law.

Upon the Expiration Date, or earlier termination, of this Agreement the license granted herein shall expire and Alpharma's right to Project data and reports and or Licensed Information not already in Alpharma's possession shall be limited to the terms and conditions of any follow-on Subscriber Agreement into which the parties may enter (see Section 2(C) above).

D. Third Party Disclosures. With respect to disclosure by Alpharma to any third party of information contained in or relating to the Project and or Project Database or Project Information or Inventions or Licensed Information, if said information has in any way been modified by Alpharma, such disclosure shall be accompanied by the following

disclaimer: "The content of this report does not necessarily reflect the opinions or conclusions of Inflexxion, Inc. or the NAVIPPRO Project."

E. Publication. Inflexxion shall be free to sell and/or publish data, information or studies generated from the Project, other than Alpharma Confidential Information (including but not limited to Licensed Information) except that during the term of this Agreement (and any follow-on Subscriber Agreement in which Alpharma is a named party) Inflexxion's rights to publish shall be subject to the following:

(a) At least 30 days prior to presenting the results or data obtained under this Agreement pertaining to Alpharma products at symposia, national or regional professional meetings, and/or in the form of publication in journals or otherwise of its own choosing, Inflexxion will submit to Alpharma a copy of each such proposed abstract or publication manuscript (and a reasonably detailed description of any such oral presentation or public disclosure). Within said 30-day period, Alpharma may comment upon, but may not change, the conclusions and content of any such publication or presentation; provided however, if requested by Alpharma, Inflexxion shall delete Alpharma Confidential Information (as defined in Section 7 above) that may be contained therein. Prior to submission, Inflexxion will provide Alpharma an opportunity to review and discuss with Inflexxion its comments.

(b) At least three (3) days prior to the release of any results or data to the press, other news media or any regulatory or public health agencies pertaining to Alpharma products obtained under this Agreement, Inflexxion shall submit the content of said release to Alpharma.

(c) Inflexxion shall provide acknowledgment of the co-Founders on all public and scientific presentations and publications as well as on all government communications made with respect to the NAVIPPRO Project.

F. Any fees or royalties generated from the sale, license or use by others of the Project Database and Licensed Information shall be the sole and exclusive property of Inflexxion and neither Alpharma nor the co-Founder shall have an interest or claim in said fees or royalties. This provision shall survive the Term or Cancellation of this Agreement and shall remain in force and effect indefinitely.

9. Alpharma's Audit Rights

At Alpharma's request and sole expense, Alpharma shall have the right to audit (or have audited by a third party), the NAVIPPRO Project's data collection system to ensure the validity of the data collected pursuant to the terms of this Agreement. Inflexxion will cooperate in any audit of data conducted by or on behalf of Alpharma including, but not limited to, providing access to all aspects of Inflexxion's data collection system and making available to Alpharma or its third-party auditors such Inflexxion staff as may be reasonably required for the auditors to carry out their function. Alpharma's audit rights are limited as follows:

(a) All audit procedures must be reasonably designed to address the issue of the validity of the NAVIPPRO Project database;

(b) Audits may be performed to examine the integrity of the data on a pre-arranged basis without additional cost. Only one audit may be performed per calendar year, unless an irregularity is discovered, in which case follow-up audits may be conducted at reasonable intervals to ensure that any such irregularity had been rectified;

and

(c) All data and information obtained by Alpharma in the course of its audit shall be subject to the ownership provisions and restrictions pertaining to all other NAVIPPRO Project data and information provided for herein.

10. Representations and Warranties of Inflexxion

Inflexxion warrants and represents to Alpharma and Alpharma enters into this Agreement in reliance on the warrants and representations that:

A. Inflexxion shall use its best efforts to provide the services and perform the tasks set forth in the Agreement and to do so according to the time schedules set forth therein;

B. Inflexxion shall keep Alpharma reasonably advised of the status of the Project and reasonably cooperate with Alpharma to monitor the development of the Project including, but not limited to being available by telephone as may be reasonably requested by Alpharma;

C. Inflexxion shall comply with Alpharma's reasonable requests for information and data that Alpharma, in its discretion, deems necessary to comply with its record keeping protocols;

D. None of the work or services to be performed by Inflexxion pursuant to the Agreement will be inconsistent with any obligation Inflexxion or any of its employees may have to others;

E. Inflexxion is authorized to enter into the Agreement and has the full right to provide Alpharma with the rights and services provided for herein;

F. Inflexxion currently carries, and at all times during the Term of the Agreement shall continue to carry insurance at values at least in conformance with acceptable industry standards and, if reasonably requested to do so, shall name Alpharma as an additional insured on Inflexxion's general liability insurance policy and shall provide Alpharma with evidence of such insurance upon request, provided that Inflexxion's insurer permits the addition of Alpharma to Inflexxion's general liability policy.

11. Compliance with Applicable Laws

A. Inflexxion will maintain records and data during and after the Term of this Agreement in compliance with all applicable legal and regulatory requirements, including without limitation, any applicable requirements of the U.S. Food and Drug Administration ("FDA") and the U.S. Drug Enforcement Administration ("DEA").

B. Inflexxion's use and disclosure of patient health and medical information is subject to compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and applicable local, state and federal privacy laws and regulations. Inflexxion will ensure that any patient authorization needed will be signed and valid. Inflexxion will take all steps necessary under HIPAA to protect the confidentiality of any patient health and medical information that it has access to and will comply with applicable local, state and federal privacy laws.

C. The parties will comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to:

(a) the federal anti-kickback statute (42 U.S.C. 1320a-7(b) and the related safe harbor regulations; and

(b) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395 (n).

Accordingly, any consideration paid hereunder is not a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

D. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, Inflexxion agrees to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on fifteen (15) days written notice and no further monies shall be owed from the date of determination.

12. Performance

Inflexxion will perform the NAVIPPRO Project in a scientific and timely manner, consistent with professional standards generally accepted in the field of NIH sponsored research and in accordance with the terms and conditions set forth in this Agreement. The Project is not a clinical trial project and the tasks performed by Inflexxion to carry out the Project will not involve any clinical subjects. Inflexxion will ensure all data collection and other procedures meet HIPAA Guidelines and all other applicable federal, state, and local laws protecting individual patients and health care providers. A summary of the Scope of Work or key tasks to be completed in the Project are outlined in Exhibit A, which is incorporated herein by reference.

13. Independent Contractors

Each party to this Agreement will act as an independent contractor and will not be construed for any purpose as the partner, agent, employee, servant, or representative of the other party. Accordingly, the employee(s) of one party will not be considered to be employee(s) of the other party, and neither party will enter into any contract or agreement with a third party which purports to obligate or bind the other party.

14. Disclaimers and Limitation of Liability

A. In no event shall Inflexxion or Alpharma be liable to the other for any indirect, special, consequential or incidental damages of any nature whatsoever, however caused and under any theory of liability whether based in contract, warranty, tort (including without limitation, negligence), strict liability, statutory or otherwise, arising out of or in connection with this agreement even if advised of the possibility of such damages.

B. Except with respect to liability covered by Section 16, the liability of the parties, their agents, employees, subcontractors and suppliers with respect to any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses arising out of the performance or nonperformance of any obligations under this agreement, whether based on contract, warranty, tort (including, without limitation, negligence), strict liability, statutory or otherwise, shall be limited to (a) direct, actual damages incurred as a result of such party's failure to perform its obligations as required by this agreement, and (b) shall not exceed, in the aggregate, a sum equal to the total amounts paid to Inflexxion under this Agreement.

15. Indemnification

A. Alpharma shall defend, and indemnify Inflexxion, its directors, officers, agents and employees and all members of the Advisory Council referenced in Exhibit A, from any and all losses, costs, expenses, liabilities, and damages (including reasonable attorney's fees) (collectively, "Damages") arising from any third party claim, demand, assessment, action, suit or proceeding ("Claim") based on Alpharma's breach of this Agreement, provided that if such Damages or Claim arises in whole or in part from Inflexxion's negligence or intentional misconduct or inaction, then the amount of the Damages that Alpharma shall indemnify Inflexxion for pursuant to this Section 15 shall be reduced by an amount proportionate to the percentage of Inflexxion's responsibilities for such Damages or Claim as determined by a court of competent jurisdiction or in a binding settlement between the parties.

B. Inflexxion shall indemnify Alpharma and its officers, directors, employees and agents from any Damages arising from a Claim based on the performance of the Services that are provided pursuant to this Agreement or a failure to perform such Services as a result of Inflexxion's negligence or intentional misconduct in the performance of its obligations under this Agreement; provided that if such Damages or Claim arises in whole or in part from Alpharma's negligence or intentional misconduct or inaction, then the amount of the Damages that Inflexxion shall indemnify Alpharma for pursuant to this paragraph shall be reduced by an amount proportionate to the percentage of Alpharma's responsibilities for such Damages or Claim as determined by a court of competent jurisdiction or in a binding settlement between the parties.

C. The obligation of the indemnifying party hereunder shall apply only if the indemnified party provides written notice to the indemnifying party of any Claim which may give rise to a right of indemnity within ten (10) business days of receipt of such Claim. The indemnified party must permit the indemnifying party, at its own expense, to assume the complete defense of the Claim and the indemnified party will fully cooperate and assist in such defense. The indemnified party further agrees that it will not settle or compromise any such claim or suit without the prior written consent of the indemnifying party, such consent shall not be unreasonably withheld.

D. The obligations of the parties under this Section 15 shall survive the termination or expiration of this Agreement for a period of five years from the expiration or termination.

16. Intellectual Property Representation and Indemnification.

A. Inflexxion has all the rights, title and interests in and to all computer programs, databases and other intellectual property needed to develop the Project and perform the services described herein sufficient to enable Inflexxion to use such intellectual property in the performance of this Agreement. Inflexxion warrants that it will not violate the intellectual property rights of third parties in the performance of this Agreement and further agrees to indemnify Alpharma against any claims made by third parties against Alpharma for any such violations provided that Alpharma notifies Inflexxion of any such claim within ten (10) days of receipt of same and allows Inflexxion to defend against said claim with attorneys of Inflexxion's choice and/or to settle the claim in Inflexxion's sole discretion; provided however that no settlement shall be made admitting fault on behalf of Alpharma without Alpharma's prior written consent.

B. The obligations set forth under this Section 16 shall survive the termination or expiration of this Agreement for a period of five years from the expiration or termination.

17. Controlling Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any conflicts of laws provisions.

18. Notice

Any notice given under this Agreement must be in writing and will be deemed given when delivered by hand, or when sent prepaid by registered certified, or overnight mail, return receipt or confirmation requested, addressed to the address set forth below.

If to Alpharma: Alpharma Branded Products Division Inc.
One New England Avenue
Piscataway, New Jersey 08854

Attention: V.P. - Law

If to Inflexxion: Simon Budman, Ph.D.
Inflexxion, Inc.

320 Needham Street, Suite 100
Newton, MA 02464

19. Waiver

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party.

20. Preparation of this Agreement

Each party hereto has cooperated and participated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party based on its effort in the preparation of this Agreement.

21. Amendment

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each party.

22. Assignment

Either party will have the right to assign this Agreement to an affiliate or to a successor in interest due to a merger or sale of 50% or more of its assets, upon prior written notice to the other party. Alpharma may also assign this Agreement to a third-party purchaser of its rights to its products subject to this Agreement, upon written notice to Inflexxion. In all other instances, neither party shall assign its rights or duties under this Agreement to another without prior written consent of the other party. Subject to this Section 22, this Agreement will bind and inure to the benefit of the respective parties successors and assigns.

23. Dispute Resolution

A. All disputes over the meaning and interpretation of this Agreement shall be resolved by conciliation and non-binding mediation and if such mediation is unsuccessful then such disputes shall be finally settled by a single Arbitrator. Such Arbitrator shall be appointed by mutual agreement by the parties. If the parties are unable to agree on an arbitrator, the arbitrator will be selected through the selection procedures administered by the American Arbitration Association ("AAA") from the AAA's National Roster of Arbitrators. Any such arbitration proceeding shall be conducted in accordance with the arbitration rules of the Commercial Arbitration Rules of the AAA then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. The arbitration will be held in the metropolitan Boston, Massachusetts area, if initiated by Alpharma, or in the metropolitan New York/New Jersey area, if initiated by Inflexxion, unless otherwise agreed by the parties. The arbitration award shall be final and non-appealable and such award may be entered in any court having jurisdiction. The arbitrator shall not award either party punitive, exemplary, multiplied or consequential damages.

B. In order to initiate procedures for dispute resolution by conciliation, mediation and arbitration either party may give notice to the other in a Record of Intention to resolve a dispute, and absent satisfactory resolution, then to arbitrate. Such notice shall contain a statement setting forth the nature of the dispute and the resolution sought.

C. It would be impossible or inadequate to measure and calculate a party's damages from any breach of the covenants set forth in Sections 7 and 8 of this Agreement. Accordingly, the parties agree that if either party breaches any of such covenants, the affected party will have available, in addition to any other right or remedy available to it at law or in equity, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief.

24. Force Majeure

Neither party shall be liable for delay in delivery or nonperformance in whole or in part nor shall the other party have the right to terminate this Agreement where delivery or performance has been affected by a condition of force majeure. For purposes of this Agreement, Force Majeure means a condition which results from causes beyond a party's reasonable control, including, but not limited to, acts of God, shortages, fires, labor disputes, strikes, floods, epidemics, quarantines, war, riot, delay in transportation, compliance with any applicable governmental regulation or order, whether or not it later proves to be invalid. If either party is affected by a force majeure event, such party shall, within 10 days of its occurrence, give notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use its best efforts to remedy its inability to perform.

25. Entire Agreement

This Agreement and the attached Exhibits are the entire agreement between Inflexxion and Alpharma with respect to the Project to be performed under this Agreement and it supersedes all prior and contemporaneous agreements and understandings with respect hereto, whether oral, written, or in any other medium, that might exist between the parties with relation to the subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Alpharma Branded Products Division Inc.

By: _____ 11/13/06
Name:
Title: Joseph Stauffer, D.O.
Vice President
Clinical Research & Medical Affairs

Inflexxion, Inc.

By: _____
Name: Simon Budman
Title: President

Exhibit A

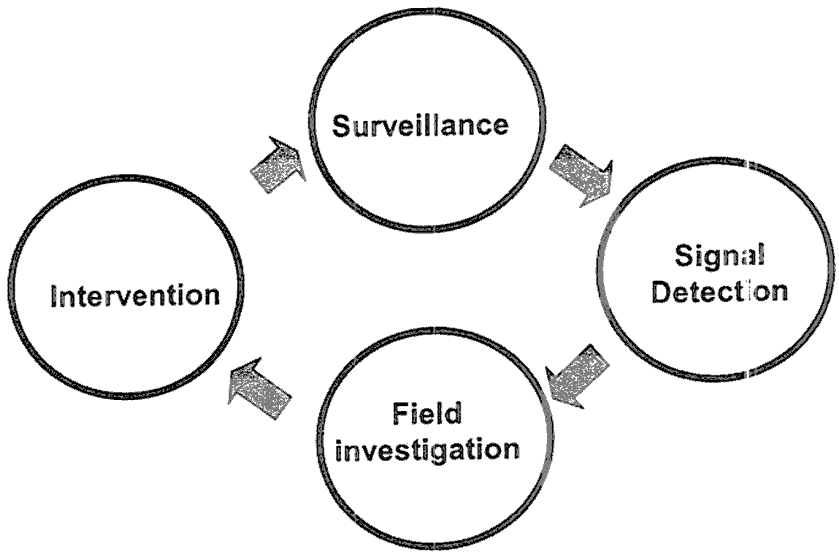
STATEMENT OF WORK

A. Introduction

Inflexxion's initial goal is to develop a national drug abuse monitoring system for prescription opioids that will enable pharmaceutical companies, regulatory and public health agencies and other users to have timely access to valid and reliable product specific data about prescription opioid abuse in both urban, suburban, and rural areas throughout the United States.

Inflexxion's subsequent goal is to develop a complete risk management system (Figure 1). Inflexxion has started the process of developing the surveillance component which will permit end-users to measure and detect changes in product-level prescription drug abuse patterns on a detailed level (geographic, demographic, usage details etc.), and to estimate relative comparative rates of abuse. In 2007, Inflexxion will work on developing methods and standard operating procedures (SOPs) for the signal detection and field investigation components of the referenced risk management system. Inflexxion will implement innovative Statistical Process Control (SPC) and Geo-spatial techniques to detect signals of drug abuse in consistent and scientifically validated ways. Also, Inflexxion will conduct a study to investigate the best way to verify signals of abnormal abuse levels related to specific prescription products. Inflexxion will use key informants, who are primarily staff from selected data collection sites, to provide qualitative input to inform the empirical and quantitative ASI-MV Connect surveillance activities.

Fig. 1 – Circle of Risk Management



B. Background

Inflexxion, with support from Endo Pharmaceuticals and the National Institutes of Health, has started developing a national prescription opioid surveillance system. The primary foundation for the NAVIPPRO surveillance program is the Addiction Severity Index Multimedia Version (ASI-MV®). The ASI-MV® was initially developed by Inflexxion in the late 1990s with support from the National Institute on Drug Abuse (NIDA) as a technologically sophisticated way of administering the Addiction Severity Index (ASI). The ASI, a structured paper and pencil interview administered by a clinician, was developed in 1980 by Dr. Thomas McLellan of the University of Pennsylvania. Dr. McLellan developed the ASI as a way of providing a standard metric for substance abuse treatment centers around the country which would allow comparisons of problem severity from facility to facility, as well as elucidate needed treatment

resources for patients and measure their outcomes. McLellan's work on the ASI was so successful that the tool rapidly become the metric for drug treatment and research around the world and has become a requirement in most states in the U.S. for drug facility licensing and reimbursement.

Inflexxion's Addiction Severity Index – Multimedia Version (ASI-MV®), an interactive CD-ROM program, allows for client self-administration of the assessment and has been found in numerous studies to have greater reliability and validity than the interviewer administered ASI. Over the past several years the ASI-MV has come to be viewed as easier and more cost-effective than the standard ASI and has been adopted by over 700 treatment centers nationwide.

With support from Endo Pharmaceuticals, Inflexxion developed ASI-MV Connect Version I, an enhanced version of the ASI-MV® CD-ROM with added prescription opioid modules. ASI-MV Connect Version I has some important enhancements over prior versions of the ASI-MV. Version I has new "Rich media" (audio voice over), graphics and questions pertaining to specific prescription opioids as well as the ability to upload de-identified client data to Inflexxion. The goals of this initial version were to begin collecting product-specific data, to determine whether prescription drug users can differentiate the specific opioid products from one another, and to determine whether drug abusers will respond to questions that pertain to issues focused upon routes of administration and source of drug. Version I has been collecting data from 17 pilot sites since January 2006. To date, over 1,500 intake assessments have been completed by clients at substance abuse treatment centers. The initial findings are quite encouraging and appear to indicate that useful, product specific prescription opioid data can be collected from patients entering substance abuse treatment. Also, Inflexxion has found that this data can be uploaded to a central server, analyzed and be used to provide relevant information regarding the misuse of these drugs.

In August 2006, ASI-MV Connect Version II (Data Center), a website that allows substance abuse clinic providers and administrators to look at aggregated ASI data from their treatment center, was launched. The Data Center represents breakthrough technology in the substance abuse field and has already been shown to be a major incentive for participating sites to use ASI-MV Connect Version I. Sites must upload their data in order to gain the full functionality of the Data Center. We believe this will help encourage sites to utilize ASI-MV Connect Version II and upload data on a regular and ongoing basis.

With ASI-MV Connect Versions I (data gathering tool) and II (online database and data analysis tool) fully developed, Inflexxion has started recruiting a Sentinel network of data collection sites (fifty substance abuse treatment centers). This Sentinel network is based on a scientific sampling plan developed by Inflexxion statisticians, an epidemiological consultant, Dr. John Brownstein of Harvard University, and a SPC consultant, Dr. James Benneyan of Northeastern University. The plan for the Sentinal network requires that "high" and "low" risk areas within the four United States census regions are identified. "High" and "low" risk areas are defined as geographic areas that are above or below the U.S. national rate of patients admitted to substance abuse treatment who mention non-heroin opioids/synthetics & non-prescribed methadone per 100,000 people. These rates were calculated using the latest available (2004) Treatment Episode Data Set (TEDS) data and 2004 U.S. census data. Currently, 18 sites have been recruited based on this sampling plan. A total of 50 sites will be recruited by the end of 2006.

C. Definitions

"Addiction Severity Index" or "ASI" - an assessment instrument designed to be administered as a semi-structured interview to patients who present for substance abuse treatment.

"Addiction Severity Index- Multimedia Version" or "ASI-MV®"- an interactive CD-ROM program that allows for client self-administration of the widely used ASI. ASI-MV® is an audio and video program which guides clients through a series of on-screen offices in which they meet with virtual interviewers. Questions and answer options are presented verbally as well as written on the screen, so that clients need not be literate to self-administer the ASI. Upon completion, individualized reports are immediately available to staff members.

"Advisory Council" – comprised of experts in substance abuse, pain management, biostatistics, epidemiology, and drug safety and pharmacovigilance. This council will serve solely in an advisory role and will help provide objective, scientific consultation and assist with: interpreting surveillance data, establishing procedures to determine the difference between signals and "noise," establishing standard operating procedures for the reporting of signals or trends to the appropriate regulatory and/or public health agencies, establishing and evaluating NAVIPPRO quality control and improvement procedures and provide ongoing consultation regarding project methodology including sampling methods.

"ASI-MV Connect Version I"- ASI-MV® CD-ROM with added prescription opioid modules. Version I has new rich media, graphics and questions pertaining to specified prescription opioids and the ability to upload de-identified client data to Inflexxion.

"ASI-MV Connect Version II" or "Data Center" - a website that allows substance abuse clinic providers and administrators to look at aggregated ASI-MV® assessment data from patients at their treatment center. The aggregated ASI-MV® data is uploaded to the Data Center via ASI-MV Connect Version I.

"ASI-MV Connect Version III" - an English language web-based ASI-MV® that omits the need for a CD-ROM to load the program. This version will be a desktop application that will receive updated questions and rich media instantaneously via the Internet. It will also automatically upload de-identified client data.

"ASI-MV Connect Version IV"- a Spanish language web-based ASI-MV® that omits the need for a CD-ROM to load the program. This version will be a desktop application that will receive updated questions and rich media instantaneously via the Internet. It will also automatically upload de-identified client data.

"Drug Abuse Warning Network (DAWN)" - a public health surveillance system that monitors drug related visits to hospital emergency departments and drug-related deaths investigated by medical examiners and coroners.

"DAWN Live" - an interface within the DAWN system that allows pharmaceutical company representatives to examine data that are specific to their company's products from a database that is updated every two weeks.

"Dissemination plan" - a written plan for disseminating information about the results of research, which may include publication of articles, press releases, abstracts, posters or presentation of results at appropriate conferences.

"Food and Drug Administration Adverse Event Reporting System (FDA-AERS)"- a computerized information database designed to support the FDA's post-marketing safety surveillance program for all approved drug and therapeutic biologic products. This database contains reports of adverse drug reactions from manufacturers as required by regulation.

"Geo-spatial" - a geographic representation of data.

"Medline"- a service of the U.S. National Library of Medicine that includes over 16 million article citations from life science journals for biomedical articles.

"National network" - a network that will be comprised of one hundred and fifty substance abuse treatment centers throughout the United States that will collect and send Inflexxion de-identified data via ASI-MV Connect Version I, Version III or IV.

"Prescription Monitoring Program (PMP)" - a program run by an individual state that collects data on prescribing and dispensing of prescription drugs, especially those which qualify as "controlled substances," as well as drugs with suspected abuse potential.

"Rich media" – a broad range of interactive digital media that exhibit dynamic motion, taking advantage of sensory features such as audio, video, and animation.

"Sentinel network"- a network that will be comprised of fifty substance abuse treatment centers throughout the United States that will collect and send Inflexxion de-identified client data via ASI-MV Connect Version I. Selection of these 50 centers is based on a sampling plan that systematically samples geographic regions that are from high and low-risk areas in the four US Census regions.

D. Deliverables

1) Further develop the ASI-MV Connect Surveillance System

ASI-MV Connect Versions I and II have been completed.

a) ASI-MV Connect Version III - an English language web-based ASI-MV®. This will be a desktop application that will receive updated questions and rich media instantaneously via the Internet. This approach will allow Inflexxion to start collecting information on newly marketed products. It will also automatically upload de-identified data which provide real-time information about product specific opioids to pharmaceutical companies. This version will be easily deployed through a website and will no longer need to be loaded via a CD-ROM.

b) ASI-MV Connect Version IV: a Spanish language web-based ASI-MV®. This Spanish language version will be developed in order to reach a population which has been greatly underrepresented in all drug surveillance programs to date. Many of Inflexxion's current ASI-MV® customers use the Spanish version of the ASI-MV® (CD-ROM), so it is important that this new version is developed in order to reach appropriate clients.

c) ASI-MV-Connect will be modified to accommodate the addition of future components, questions and new drugs to be included in the NAVIPPRO Project.

2) Expand the network of ASI-MV Connect data collection sites

a) The Sentinel network is currently being recruited and will be comprised of 50 sites by the end of 2006.

b) National network
The Inflexxion Data team, with input from the Advisory Council, will determine parameters and sampling strategies that will allow the establishment of a nationally representative sample. Inflexxion will recruit 150 sites, including the 50 Sentinel Sites, by December 31, 2007.

3) Convene NAVIPPRO meetings

a) Founders Meetings
Inflexxion shall host a Founders Meeting in Q1 2007 following the Advisory Council meeting, at which it will present the accomplishments of the Project, to date. Inflexxion shall also describe the deliverable and timelines associated therewith for the Project. An additional Founders Meeting shall be held by Inflexxion approximately six (6) months after the first meeting.

b) Annual Advisory Council meeting
The Second Annual Advisory Council meeting will be held in early 2007. The purpose of the meeting will be to discuss scientific goals for the NAVIPPRO Project, and consult with the experts on the issue of responding to "signals" of increased abuse of a company's product that may be detected by the NAVIPPRO system. Minutes from Advisory Council meetings will be distributed to Alpharma. Inflexxion shall hold Advisory Council meetings no less frequently than annually, so long as the Agreement is effective and/or Inflexxion is obligated under one or more Subscriber Agreements.

4) Investigate the feasibility of using Prescription Monitoring Program (PMP) data
Many states are starting their own prescription monitoring programs to investigate problematic prescribing of drugs with abuse potential. Inflexxion will conduct an investigation into the potential for such programs to serve as an additional data source for NAVIPPRO risk monitoring. Inflexxion will write a report summarizing the findings regarding the prescription monitoring programs, and make recommendations as to the feasibility and value of adding this data into the NAVIPPRO system. Upon completion, Alpharma will be provided with a copy of this report.

5) Conduct a pilot signal detection and verification study

One goal for monitoring ASI-MV Connect data for the NAVIPPRO system is to identify "normal rates" of abuse of various drugs in geographic areas across the U.S., and once such rates are established, to watch for abnormally high rates of abuse, possibly signaling an epidemic of abuse of a particular product. Such activity is called "signal detection," where in this context a "signal" is an abnormally high rate of abuse. Inflexxion is developing innovative ways to use statistical process control (SPC) and Geo-spatial methods to detect signals at NAVIPPRO data collection sites. In 2007, Inflexxion will compare several methods to identify the best way of conducting signal detection with ASI-MV Connect data and develop a protocol for signal detection.

Next, Inflexxion will conduct a "signal verification" study. In all statistical tests there is the possibility of a "false positive" result, meaning a signal detected in the data that does not reflect a true increase in the rate of drug abuse. Therefore, Inflexxion will conduct a study to investigate the best way to verify signals of abnormal levels of abuse related to Alpharma products. We will recruit a network of "key informants," primarily staff from our ASI-MV sites, to provide qualitative input to inform our ASI-MV Connect surveillance activities. At the end of 2007, a summary report will be written of signals that have been detected, and how many have been verified by key informants. Both the signal detection protocol SOPs and the signal verification report will be promptly provided to Alpharma, and will be used to inform the NAVIPPRO data analysis activities.

6) Conduct a college student prescription drug use survey
College students are a population at high risk for substance abuse. Therefore, the NAVIPPRO Project will conduct an annual survey of college students to assess which substances they are abusing, as well as their perceptions of other students' use, their perceptions of the risks involved with various types of substance abuse, and their reasons for abusing substances. The results from this annual survey of college students will be analyzed and a report summarizing the findings will be promptly provided to Alpharma. Any results pertaining to Alpharma's products specifically will be included in this report.

7) Health claims data
Inflexxion will conduct a study utilizing health claims data to examine risk management of opioids. Inflexxion will invite Alpharma to suggest research topics, and Inflexxion together with the Advisory Council will decide a single study to conduct, the topic of which will involve risk management of KADIAN®. Upon completion of the study, Alpharma will be provided with a copy of the report of the results.

8) Provide Monthly Data Reports
Alpharma will be sent risk monitoring reports on a monthly basis. Based on Alpharma's input, the monthly data reports will include the following components:

a) ASI-MV Connect data analysis
   i) Abuse rates for KADIAN® compared to the entire opioid class (i.e., all opioids evaluated by ASI-MV Connect) aggregated as a group, as well as 3 comparator drugs or compounds of Alpharma's choosing.
   ii) Geo-spatial representation of the cases of abuse of KADIAN® for the past month.
   iii) Analysis of abuse rates by subgroups such as gender, age, and race.

b) Food and Drug Administration Adverse Event Reporting System (FDS-AERS) data

FDS-AERS is a computerized information database designed to support the FDA's post-marketing safety surveillance program for all approved drug and therapeutic biologic products. This database contains reports of adverse drug reactions from manufacturers as required by regulation.

i) To ensure adequate time to acquire and analyze this data, these data will be reported to Alpharma starting January 15, 2007.
ii) Inflexxion will monitor the FDA-AERS database for KADIAN® mentions and report them to Alpharma on a monthly basis.

c) Drug Abuse Warning Network ("DAWN Live")

DAWN is a public health surveillance system that monitors drug related visits to hospital emergency departments and drug-related deaths investigated by medical examiners and coroners.

i) To ensure adequate time to acquire and analyze this data, these data will be reported starting one month following SAMHSA's granting of permission for Inflexxion to access "DAWN Live". Alpharma will assist Inflexxion in good faith in obtaining SAMHSA permission under SAMHSA rules and regulations.
ii) Summary of KADIAN® mentions in the "DAWN Live" for the previous month, provided on a monthly basis, beginning upon receipt of permission referenced in (iii) below.
iii) This deliverable is contingent on Alpharma's ability to obtain, with Inflexxion's assistance, permission from SAMHSA to access DAWN Live data, as access is limited to pharmaceutical companies or their agents.

d) Medline article abstracts

On a monthly basis, effective upon the execution of the Agreement, Inflexxion will present abstracts of relevant research articles published during the previous month. The search will be limited to articles published in journals that are indexed in Medline. The search will be conducted using a set of keywords (i.e., KADIAN®, opioid abuse) that will be agreed upon by Inflexxion and Alpharma.

e) Drug Enforcement Administration (DEA) intelligence summaries

i) Summary of information from the DEA website's regional bureau press releases and their monthly online journal "Microgram" for information related to opioids and KADIAN® specifically will be provided on a monthly basis, effective upon the execution of the Agreement.

f) Conference watch

i) Calendar summary of relevant upcoming conferences, provided on a monthly basis, effective upon the execution of the Agreement.

g) Media reports & monitoring of legislative activity

i) Summary of relevant abstracts from leading media outlets and federal legislative activity regarding prescription opiates and/ or KADIAN®, provided on a monthly basis effective upon the execution of the Agreement.

h) Internet surveillance

i) Inflexxion is developing an innovative approach to post marketing surveillance that provides ongoing monitoring of Internet "chatter" on message boards frequented by those who use opioid pharmaceutical agents for non-medical, recreational purposes. It is hypothesized that such surveillance may produce leading indicators of an emerging epidemic of abuse of specific opioid pharmaceutical agents. Inflexxion is currently developing an automated system that would provide ongoing quantitative descriptions of the number of messages or posts related to specific products as well as qualitative assessments of the content of these posts (e.g., whether a message encourages or discourages abuse of the product in question). This technique has been demonstrated to differentiate the quantity and quality of Internet chatter on a product-specific basis (Butler et al., 2006). In 2007, Inflexxion will finalize the development of the automated Internet surveillance system and test its efficacy compared to human monitoring of Internet postings. The results of this study will be summarized in a report and promptly submitted to Alpharma.

ii) While the automated Internet monitoring system is under development, Internet monitoring of KADIAN® mentions in the past month will be conducted by Inflexxion staff members manually and reported qualitatively, beginning January 15, 2007. Such reports shall be provided to Alpharma on a monthly basis.

9) Provide Annual Data Reports

Inflexxion will provide Alpharma with an annual data report for 2007 that will include the following components:

i) A summary of the most relevant findings from the monthly reports in the previous year.

ii) ASI-MV Connect data analysis
There will be an analysis of ASI-MV Connect data collected during 2007 included in the annual report. Annual data analysis will include an analysis of change in abuse rates over time, as well as geo-spatial analysis of abuse clusters.

iii) Toxic Exposure Surveillance System (TESS) data analysis
TESS data are released annually; the data released for the most recent year will be analyzed and included in the annual report.

10) Disseminate NAVIPPRO findings

Inflexxion aims to disseminate information about the NAVIPPRO Program and its scientific merits. Inflexxion will develop a strategic communication plan to maximize the dissemination of the Program and promote an understanding in the pharmaceutical industry of NAVIPPRO as it compares to other drug surveillance systems.

Currently, the Dissemination plan for the period from the execution of the Agreement through December 31, 2007 consists of the following deliverables:

a) 4 articles for publication in peer-reviewed journals
   i) "Statistical Process Control Methods for Improved Signal Detection in Prescription Drug Abuse Surveillance,"
   ii) "Demonstration of the Feasibility of Real-time, Product-specific, Prescription Opioid Abuse Surveillance: The NAVIPPRO System"
   iii) "Prescription Opioid Abuse: Review of Current Surveillance Systems"
   iv) Fourth manuscript (title to be determined in consultation with the Advisory Council)

b) 3 abstracts, posters, or presentations

c) 3 press releases

11) Assist with preparation for FDA and DEA meetings

Inflexxion will provide up to twenty (20) hours of consultation time, not to exceed 10 hours of an appropriate Inflexxion staff member's time each calendar quarter, pertaining to Alpharma's preparation for any RMP related meetings with FDA and DEA. This consultation will be provided by phone or in written form. Any additional time requested will be covered by a separate Work Order to be created pursuant to the Master Services Agreement between Alpharma and Inflexxion. Inflexxion will report to Alpharma on a monthly basis with respect to the consultation time used.

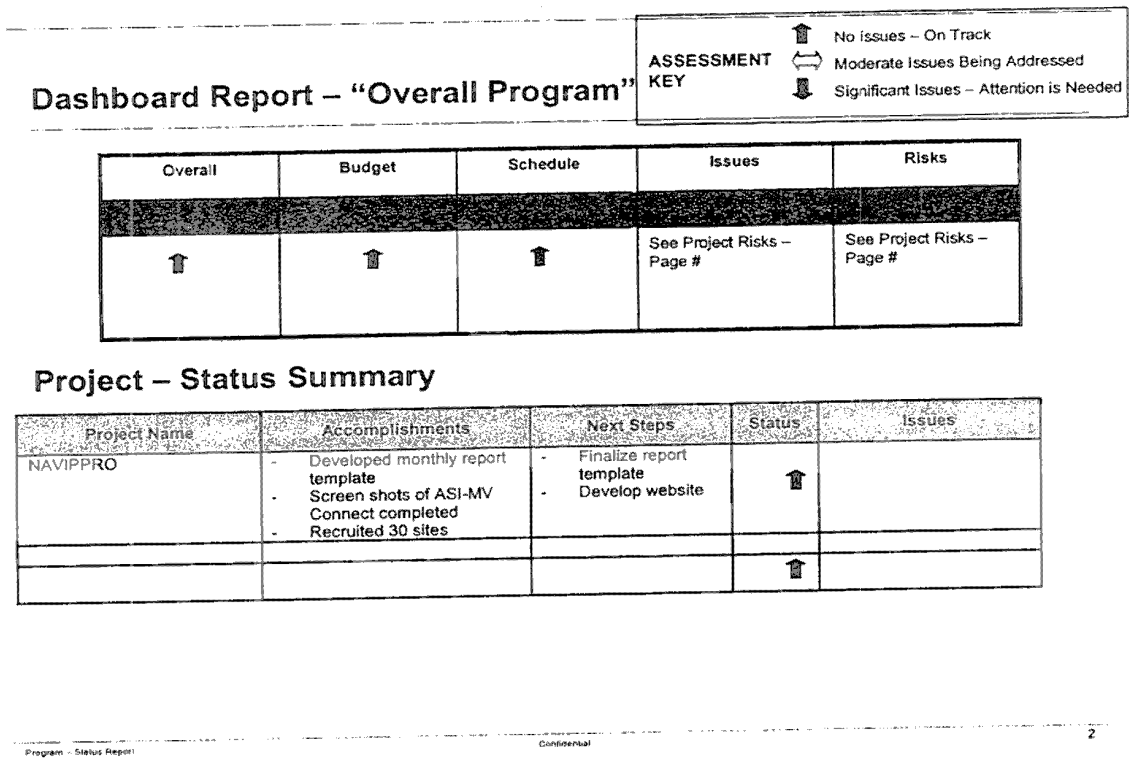
12) Conduct Project Update Meetings

The Inflexxion Project Manager will hold project status meetings twice a month with the Primary Contact (PC) at Alpharma. These will be conducted via phone and may last up to one hour. The PC at Alpharma will be sent the project status report (Figure 2) before each meeting.

13) Products subject to NAVIPPRO

Alpharma shall designate its opioid products and up to 6 (six) comparator drugs that will be subject to reporting under the Project for Alpharma. It is agreed that any opioid products owned, licensed or otherwise acquired by Alpharma and which are designated by Alpharma during the term of this Agreement shall be integrated into the NAVIPPRO Project and shall be included in the data collection and Deliverables. The parties will work together in good faith regarding the integration into the Project of any Alpharma products in other drug classes, with both parties acknowledging that the NAVIPPRO Project is currently designed for the collection of data relating to opioid products.

Figure 2. Project status report template



Dashboard Report – "Overall Program"

ASSESSMENT KEY
- No issues – On Track
- Moderate Issues Being Addressed
- Significant Issues – Attention is Needed

Overall	Budget	Schedule	Issues	Risks
			See Project Risks – Page #	See Project Risks – Page #

Project – Status Summary

Project Name	Accomplishments	Next Steps	Status	Issues
NAVIPPRO	- Developed monthly report template - Screen shots of ASI-MV Connect completed - Recruited 30 sites	- Finalize report template - Develop website		

Program - Status Report Confidential 2

E. Exclusions

1) Analysis of RADARS data.
Given the nature and breadth of data sources above, the RADARS data would be superfluous.

2) Regulatory filing
The expenses or work of regulatory filing that result from any data provided by Inflexxion is out of the scope of this project.

3) Prescription data
The costs of acquiring prescription data are not included in this project's scope. It is expected that Alpharma will share Alpharma prescription data (from sources such as IMS Health, NDC Health etc.) with Inflexxion for purposes such as calculating abuse rates of Alpharma products.

5) Adolescent and Chinese versions of ASI-MV Connect
Adolescent (population age 13 – 18) and Chinese versions of ASI-MV Connect may be developed at Inflexxion's sole discretion however is not included in the scope of this agreement.

6) Additional work outside of scope
Additional subprojects or investigations not described in this Agreement may be completed if mutually agreed upon by both parties on a time and expense basis.

F. Roles & Responsibilities

Inflexxion's Responsibilities

Inflexxion is responsible to provide Alpharma with the following:

- Professional and satisfactory completion of the stated work described herein and set forth in Exhibit B
- Timely and effective selection of appropriately skilled staff members to meet the requirements of the project
- Substituting suitable replacements for any personnel in cases of prolonged illness or other circumstances

Alpharma's Responsibilities

Prior to the delivery of any services defined in this Statement of Work, Alpharma will designate a person as Alpharma's Primary Client Contact (PC). The PC will be the person to whom all Alpharma communications will be addressed and who has the authority to communicate decisions for Alpharma in all aspects of the project.

The PC's responsibilities will include:

- Serving as the interface between Inflexxion and Alpharma.
- Obtaining and providing information, data, decisions and approvals within 7 working days of Inflexxion's request, unless both parties agree to an extended response time.
- Resolving deviations from project plans that may be caused by Alpharma.
- Helping resolve project issues, and escalate issues as needed within Alpharma's organization.
- Monitoring and reporting project status on a regular basis with Alpharma's management.

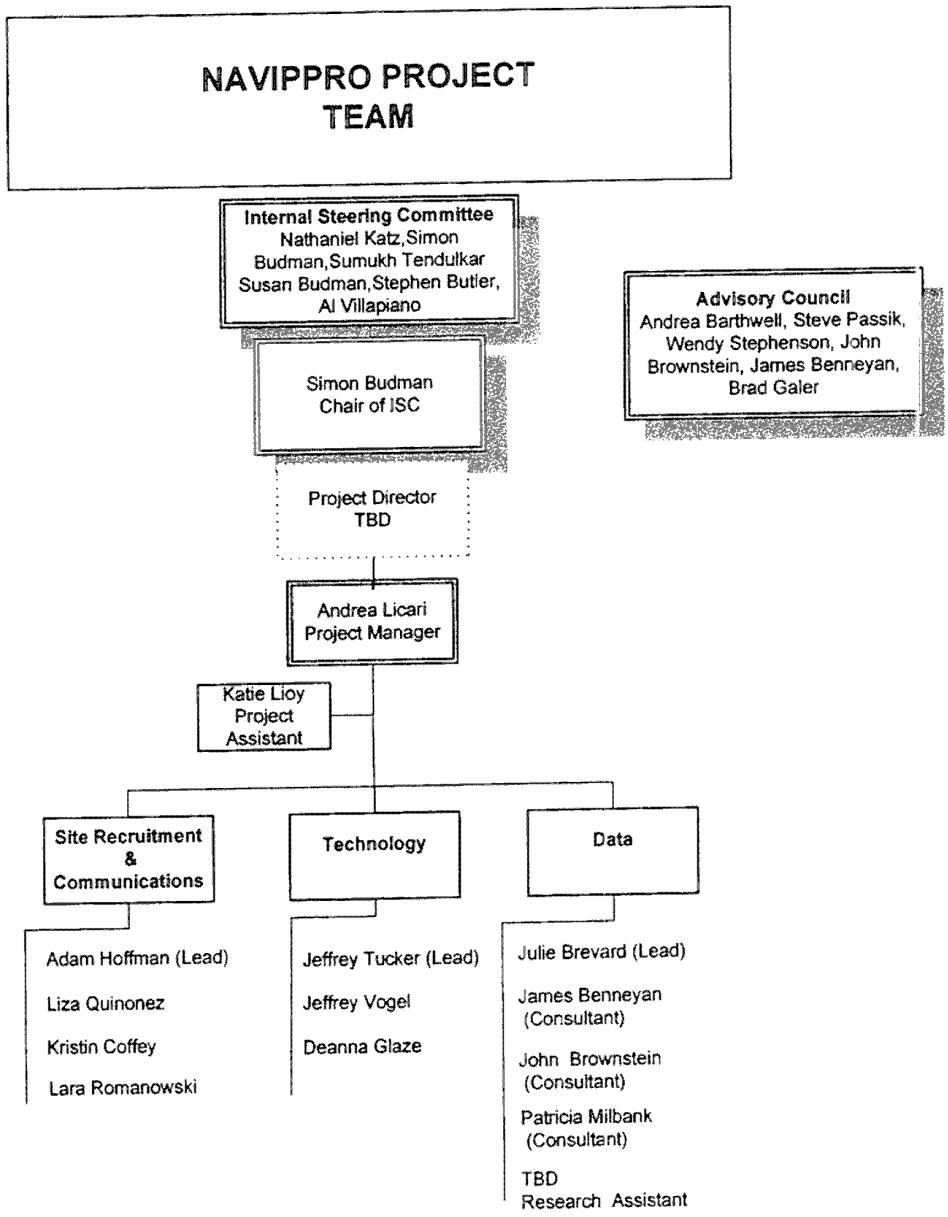
Joint Responsibilities

- Inflexxion will investigate jointly with Alpharma the regulatory implications of the NAVIPPRO data.
- Inflexxion and Alpharma will work together to obtain the appropriate permissions to access DAWN Live.

G. NAVIPPRO Project Team

Figure 3. NAVIPPRO Project Team

If any of the current members of the NAVIPPRO Project Team are unable to serve or continue serving in this capacity, they will be promptly replaced at Inflexxion's sole discretion by new member(s) with comparable skills and experience.



- Internal Steering Committee
  - Simon Budman, Ph.D., President and CEO
  - Nathaniel Katz, M.D., M.S.
  - Stephen Butler, Ph.D., Senior Vice President and Chief Science Officer
  - Sumukh Tendulkar, MBA , Chief Financial Officer and VP of Strategic Planning
  - Al Villapiano, Ed.D., Vice President of Clinical Development
  - Susan Budman, M.S.W., Chief Operating Officer

  Role: This committee will drive the project vision forward. They will make decisions on changes to the vision, scope, timeline, budget, strategy, marketing or business development. Simon Budman will serve as the point of contact (POC) for this Committee. He will facilitate communication between the Committee and Project Manager until a Project Director is hired.

- Project Director
  - TBD

  Role: The Project Director will serve as the primary representative for NAVIPPRO. This person will be a doctoral-level individual with prior experience in risk management, drug surveillance and/or health epidemiology. The Project Director will report issues [raised by the Project Manager] directly to the Internal Steering Committee. The Project Director will meet weekly, or more frequently as needed, with the Project Manager to discuss overall project status.

- Project Manager
  - Andrea Licari, B.A.

  Role: The Project Manager will be the primary client contact for Inflexxion. The Project Manager is responsible for meeting with the various team leads to ensure project deliverables, timelines, and budgets are met. If issues arise that change vision, scope, timeline, budget, strategy, marketing and business development, the Project Manager will bring them to the attention of the Internal Steering Committee until the Project Director is hired.

- Project Assistant
  - Katie Lioy, B.S.

  Role: The Project Assistant will assist the Project Manager and various NAVIPPRO teams.

- Data Team
  - Julie Brevard, M.P.H., Data Team Lead
  - John Brownstein, Ph.D., Consulting Analyst
  - James Benneyan, Ph.D., Consulting Analyst
  - Patricia Milbank, J.D., Regulatory Compliance Consultant
  - TBD, Research Assistant

Role: The Data Team will complete all deliverables relating to data in an accurate and scientifically valid manner. The Data Team Leader will meet weekly with the Project Manager to report status.

- Site Recruitment & Communications Team
  - Adam Hoffman, B.S., Site Recruitment Lead
  - Kristin Coffey, Technology Coordinator
  - Liza Quinonez, B.A., Project Assistant
  - Lara Romanowski, M.S., Marketing Communications Specialist

  Role: The Site Recruitment and Communications Team will complete all deliverables relating to site recruitment and communications. The Site Recruitment and Communications Team Leader will meet weekly, or more frequently as needed, with the Project Manager to report status.

- Technology Team
  - Jeffrey Tucker, M.C.S., Senior Architect
  - Jeffrey Vogel, B.A., Programmer
  - Deanna Glaze, Designer

  Role: The Technology Team will complete all deliverables relating to technology. The Technology Team Leader will meet weekly, or more frequently as needed, with the Project Manager to report status.

- Advisory Council
  - Dr. James Benneyan is a Professor of Engineering at Northeastern University. He is one of the nation's leading experts on signal detection and the use of Statistical Process Control as it is applied to healthcare.

  - Dr. John Brownstein is an epidemiologist and staff member of the Children's Hospital Informatics Program and the Harvard-MIT Health Sciences and Epidemiology Program. He is also a program leader at the AEGIS Surveillance Program at Children's Hospital which uses technology to monitor outbreaks of viral illnesses. His groundbreaking work in the AEGIS project has been the subject of national attention in the professional literature and popular press. Dr. Brownstein's surveillance expertise in the AEGIS program is directly transferable to NAVIPPRO.

  - Dr. Bradley Galer is a neurologist, pain specialist and pain researcher. He previously served as Vice President of Medical Affairs for Endo Pharmaceuticals. He has done extensive research in the area of pain management and helps to represent the clinical and industry perspectives on the NAVIPPRO Steering Committee.

  - Wendy Stephenson, M.D., M.S., M.P.H. has worked extensively in the area of risk management and drug safety. Dr. Stephenson is a physician and an epidemiologist. Until she left Wyeth, she was Senior VP for Global Safety

Surveillance and Epidemiology. She is currently President of Wendy Stephenson and Associates, a consultancy focused on all aspects of drug safety.

- Dr. Andrea Barthwell is a physician and internationally known expert on addiction. She is a past president of American Society of Addiction Medicine (ASAM) and was Deputy Director of Demand Reduction at Office of National Drug Control Policy (ONDCP). She currently runs a consultancy on drug treatment and policy.

- Dr. Steven Passik is a well known psychologist with a specialty in pain management and prescription opioid abuse. He has done research and trained healthcare professionals in psychosocial aspects of pain treatment for many years. Dr. Passik is currently at the Walther Cancer Institute, part of the Memorial Sloan Kettering Cancer Center in New York City.

- Experts as needed

Role: The Advisory Council will serve solely in an advisory role and will help provide objective, scientific consultation and assist with: interpreting surveillance data, establishing procedures to determine the difference between signals and "noise," establishing standard operating procedures for the reporting of signals or trends to the appropriate regulatory and/or public health agencies, establishing and evaluating NAVIPPRO quality control and improvement procedures; and provide ongoing consultation regarding project methodology including sampling methods. The Advisory Council will meet in person no less frequently than annually, and more frequently, as needed. Inflexxion shall coordinate telephonic and/or electronic online or individual meetings with the Advisory Council (or individual Council members) as needed, to review and comment on the progress of the Project and provide input regarding the data gathered. Inflexxion shall be responsible for maintaining the functioning of the Advisory Council, including but not limited to organizing and coordinating meetings and other communications, and all related compensation of Council members.

Exhibit B

Project Schedule/ Deliverables

Time	Team	Milestones	Acceptance Criteria
Q4 2006	Technology	• Create technical specifications and architecture for ASI-MV Connect Version III (Web-based English)	• Will be approved by Internal Steering Committee
	Site Recruitment & Communications	• Complete recruitment of 50 Sentinel sites • Issue 1st Press release • Complete Marketing Plan pertaining to follow-on Subscriber Agreements	• Will be sampled according to sampling plan approved by Internal Steering Committee • Press release link received by Alpharma • Will be approved by Internal Steering Committee
	Data	• Complete monthly report template • Start developing a national network sampling plan	• Template approved by Alpharma • Will be approved by Internal Steering Committee
Q1 2007	Technology	• Complete screen shots of ASI-MV Connect Version III (Web-based English)	• Screen shots received by Alpharma
	Site recruitment & Communications	• Recruit first 10 national network sites • Convene Founders' meeting	• Will be sampled according to sampling plan approved by Internal Steering Committee • Minutes of this meeting received by Alpharma
	Data	• Complete national network sampling plan • Complete first 3 monthly reports • Submit 1st manuscript • Convene Advisory Council meeting	• Will be completed with input from consultants and approved by Advisory Council • Will conform to template approved by Alpharma • Manuscript received by Alpharma • Minutes of this meeting received by Alpharma

Time	Team	Milestones	Acceptance Criteria
Q2 2007	Technology	• Complete development of ASI-MV Connect Version III (Web-based English) • Screen shots of ASI-MV Connect Version IV (Web-based Spanish)	• Must respond to input from an external QA company determined by Inflexxion • Screen shots received by Alpharma
	Site Recruitment & Communications	• Recruit next 30 national network sites • Issue 2nd Press release	• Will be sampled according to approved sampling plan approved by Internal Steering Committee • Press release link received by Alpharma
	Data	• Complete next 3 monthly reports • Submit 2nd manuscript • Present 1st abstract/poster*	• Must conform to template approved by Alpharma • Manuscript received by Alpharma • Abstract/poster received by Alpharma
Q3 2007	Technology	• Complete development of ASI-MV Connect Version IV (Web-based Spanish)	• Must respond to input from an external QA company determined by Inflexxion
	Site Recruitment & Communications	• Recruit next 30 national network sites • Convene Founders' meeting	• Will be sampled according to sampling plan approved by Internal Steering Committee • Minutes of this meeting received by Alpharma
	Data	• Complete next 3 monthly reports • Complete annual report template • Submit 3rd manuscript • Present 2nd abstract/poster*	• Must conform to template approved by Alpharma • Template approved by Alpharma • Manuscript received by Alpharma • Abstract/poster received by Alpharma

Time	Team	Milestones	Acceptance Criteria
Q4 2007	Site Recruitment & Communications	• Recruit next 30 national network	• Will be sampled according to sampling plan approved by Internal Steering Committee
		• Issue 3rd Press release	• Press release link received by Alpharma
	Data	• Complete annual report	• Must conform to template approved by Alpharma
		• Complete Pilot signal verification study report	• Will be included in the annual report
		• Complete Prescription Monitoring Program feasibility report	• Will be included in the annual report
		• Complete College Drug Survey Report	• Will be included in the annual report
		• Complete next 2 monthly reports	• Must conform to template approved by Alpharma
		• Submit 4th manuscript	• Manuscript received by Alpharma
		• Present 3rd abstract/poster*	• Abstract/poster received by Alpharma
		• Complete Health Claims data report	• Will be included in the annual report

*For illustration in this table, the three abstract/posters presentations are distributed evenly in Q2, Q3 and Q4. Actual presentation dates will depend on the schedules of important conferences (e.g., APS, CPDD, etc.). At least three abstract/poster presentations will occur before the end of Q4.

Exhibit C

Budget and Payment Schedule

Major Deliverables	Budget
ASI-MV Connect English (development already begun)	$340,424
ASI-MV Connect Spanish	$547,268
College Drug Survey	$109,918
Monthly and Annual Reports	$494,518
Inflexxion Staffing and Consulting	$599,918
Pilot Signal Detection & Verification Study and PMP feasibility	$184,418
Dissemination (Publications, Abstracts)	$206,618
Site Recruitment-National network	$516,918
TOTAL	$3,000,000

Beginning January 31st, 2007, upon request by Alpharma, Inflexxion shall provide monthly reports to Alpharma designating amounts spent and how such amounts are aligned with the various Deliverables. It is understood and agreed that the budget allocations set forth above may vary during the course of this agreement so that the estimated cost of a particular deliverable may increase or decrease provided however that the total amount of all the deliverables shall be fixed at $3,000,000 (Three million).

Project payments for the Initial Term of this Agreement are as follows:

Initial payment received in August 2006	$100,000
Second payment of $900,000 to be paid as follows:	
upon signing of this contract	$450,000
upon delivery of all Deliverables for Q4 2006	$450,000
Third payment to be paid on March 31, 2007 provided that all Deliverables for Q1 2007 are completed on or before March 31, 2007	$500,000
Fourth payment to be paid on June 30, 2007 provided all Deliverables for Q2 2007 are completed on or before June 30, 2007	$500,000
Fifth payment to be paid September 30, 2007 provided all Deliverables for Q3 2007 are completed on or before September 30, 2007	$500,000
Sixth payment to be paid on December 31, 2007 provided all Deliverables for Q4 2007 are completed on or before December 31, 2007	$500,000

The parties understand and agree that payments from Alpharma shall be made in accordance with this payment schedule and subject to Section 3 D of the Agreement.

Exhibit D
Subscriber Levels, Deliverables and Costs for Non-Founder Subscribers

Inflexxion [illegible]				
Annual Report				
1. National and regional abuse rates for client's product	√	√	√	√
2. Comparison of abuse rates for product to all opioid analgesics aggregated as a group	√	√	√	√
3. Comparison of abuse rates for client's product to specific comparators (products or compounds)	$200,000 additional per comparator	3 comparators included*, each additional is $200,000		
4. Analysis of abuse rates by subgroups: gender, age, race	√	√	√	√
5. Descriptive analysis of route of administration and drug source (ex. dealer, doctor shopping, etc.)	√	√	√	√
6. Analysis of change in abuse rate of product of interest over time	√	√	√	√
7. Summary of findings from the College Student Drug Use Survey		√	√	√
8. Results from the analysis of yearly TESS data		√	√	√
9. Annual summary of internet surveillance, DEA website monitoring, & Medline searches		√	√	√
10. Executive summary of findings	√	√	√	√
Quarterly Reports				
1. National and regional abuse rates for client's product of interest in past quarter			√	√
2. Quarterly comparison of abuse rates for product to all opioid analgesics aggregated as a group			√	√
3. Quarterly comparison of abuse rate of client's product to 3 specific comparators (products or compounds)			√	√
4. Internet surveillance			√	√
5. Drug Enforcement Authority (DEA) news			√	√
6. Medline research			√	√
7. Media mentions			√	√
8. Conference watch: calendar of upcoming conferences relevant to the field			√	√
9. Executive summary of findings			√	√
Monthly Reports				
1. National and regional abuse rates for client's product of interest in past month				√
2. Monthly comparison of abuse rates for product to all opioid analgesics aggregated as a group				√
3. Monthly comparison of abuse rate of client's product to 3 specific comparators (products or compounds)				√
4. Internet surveillance				√
5. Drug Enforcement Authority (DEA) news				√
6. Medline research				√
7. Media mentions				√
8. Conference watch: calendar of upcoming conferences relevant to the field				√
9. Executive summary of findings				√
Total Cost	$600,000	$1,000,000	$1,600,000	$1,900,000

* Prices are valid for monitoring of a single product. Please inquire about pricing discounts for monitoring multiple products.

This Exhibit D is a projection of Subscriber levels, deliverables and pricing based on information available prior to execution of this Agreement and for illustration purposes only. It is understood and agreed that Inflexxion reserves the right to revise these variables at its discretion.

* Inflexxion agrees that it shall provide Alpharma with six (6) comparators for each of its products under subscription for Levels 2, 3 and 4 before any additional cost for a comparator is charged. The cost for comparators at Level 1 shall be the same for Founders as for non-founders.

ALPHARMA.
Pharmaceuticals

December 20, 2007

Inflexxion, Inc.
320 Needham Street
Newton, MA 02464

Attn: Andrea Licari

RE: NAVIPPRO Founder and Services Agreement executed as of November 13, 2006 between Alpharma Pharmaceuticals LLC (formerly Alpharma Branded Products Division Inc.) and Inflexxion, Inc ("Services Agreement")

Dear Ms. Licari:

The purpose of this letter agreement (the "Amendment") is to amend the Services Agreement as follows:

1. The general terms and conditions of the Services Agreement shall remain in effect through the term of the Services Agreement, as extended by this Amendment. Alpharma shall continue to receive the benefits of being a Founder under the terms of the Services Agreement. As contemplated by Section 2 (C) of the Services Agreement, the parties hereby enter into the Subscriber Agreement that is represented by the proposal entitled "Monitoring Kadian® and ALO-01 Abuse through the National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™)" attached hereto as Exhibit A. The parties hereby agree to incorporate the quotation for such the services described on Exhibit A under the terms of the Services Agreement, as amended by this Amendment.

2. Inflexxion hereby agrees to deliver to Alpharma four (4) quarterly surveillance reports, to commence on Q1 2008, and an annual report containing the components listed in the attached proposal. Total cost will be $750,000.00 which will be paid out in four (4) quarterly payments of $187,500.00. Payments will be due fifteen days (15) after March 31st 2008, June 30th 2008, September 30th 2008, and December 31st 2008.

3. Pursuant to this Amendment, the term of the Services Agreement will be extended through December 31, 2008.

4. The remainder of the Services Agreement remains in full force and effect.

ALPHARMA.
Pharmaceuticals

If the foregoing accurately reflects your understanding of our arrangement, please execute and return one fully executed copy of this Amendment to the undersigned.

Very truly yours,

By: _____ 12/20/07
Name: Joseph Stauffer
Title:

Joseph W. Stauffer, D.O.
Chief Medical Officer
Senior Vice President
Clinical Research & Medical Affairs

ACCEPTED AND AGREED TO:

Inflexxion Inc.

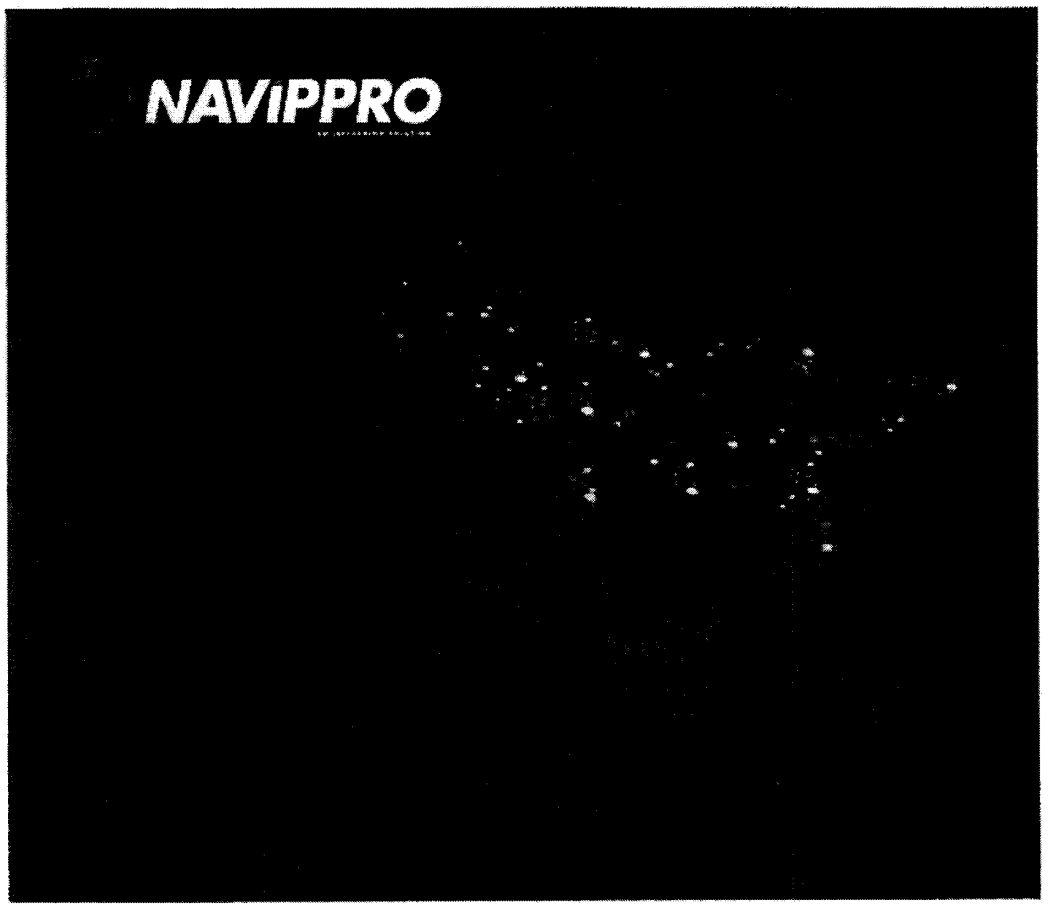
By: _____
Name:
Title: PRESIDENT

ALPHARMA.
Pharmaceuticals

EXHIBIT A

Monitoring Kadian® and ALO-01 Abuse through the National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™)

[to be attached]



Monitoring Kadian® and ALO-01 Abuse through the National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™):

An integrated, scientifically developed, comprehensive, risk management program

PROPOSAL FOR:

ALPHARMA

Monitoring Kadian® and ALO-01[1] Abuse through the *National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™)*: A unique, scientifically developed, comprehensive, risk management program

I. Background:

Partly in response to the OxyContin® epidemic of 2000-2001, the Government Accounting Office (GAO, 2003) has recommended the Food and Drug Administration (FDA) develop guidelines (FDA Draft Guideline Document, 2003), for pharmaceutical companies making new applications for abusable substances "to include plans that contain a strategy for monitoring the use of these drugs and identifying potential abuse and diversion problems". The GAO report goes on to note that these strategies should include post-marketing surveillance. Post-marketing surveillance programs monitor, on an ongoing basis, various indicators in the community that might suggest the presence of an emerging trend of abuse. With any public health surveillance program, reliable and timely data inform health, law enforcement, and community leaders allowing them to take steps to limit the potential damage when a pharmaceutical agent becomes a significant public health problem. Another major shortcoming of all major surveillance systems is a lack of product specific data. Although many systems can get some types of minimal product specificity or at least class specificity, no system outside of NAVIPPRO™ gets data that is totally product specific. The NAVIPPRO™ system is the only program available that provides data that is both 'real time' and totally product specific. Further, information regarding product specific routes of administration will provide data that can assist companies in differentiating those aspects of their products that may offer unique benefits to public health.

II. The Inflexxion Solution:

NAVIPPRO™ is a unique, scientifically developed, comprehensive, risk management program for prescription opioids, stimulants and other Schedule II or III therapeutic agents. NAVIPPRO™ was developed with extensive support from National Institute on Drug Abuse (NIDA) as well as industry sponsorship. Designed for incorporation into pharmaceutical risk management programs, the NAVIPPRO™ system provides national, real-time, product-specific surveillance information from facilities that provide substance abuse treatment, evaluation, and screening throughout the United States, as well as input from a variety of other national data sources. Detailed reports, written by Inflexxion experts in signal detection, epidemiology and biostatistics, include data and analysis on both vigilance and surveillance.

Sources of NAVIPPRO™ data:

Each product-specific report generated by NAVIPPRO™ draws from various proprietary and other data sources, and creates a powerful analytic monitoring tool that is available to subscribers on a monthly, quarterly or annual basis:

- ASI-MV® Connect - This NAVIPPRO™ component is comprised of a national network of facilities that provide substance abuse treatment, evaluation, and screening and uses proprietary technology which allows Inflexxion to obtain real-time, self-report data on all new patients admitted to substance abuse related facilities. We obtain product specific information on source of drugs, routes of administration and other important information which helps clarify specific elements of the problem. We also obtain geo-spatial information about where and how particular pharmaceuticals are being abused in different parts of the country. The Connect technology allows us to instantly add, subtract or modify questions being asked of the substance abusers.

- Internet Monitoring - Our approach is based upon current scientific and technologically sophisticated methods for harvesting and rating posts pertaining to prescription drugs. The methodology, developed in part with NIDA support, allows for reliable and valid understanding of the drugs that abusers are using, their preferences, and relative attitudes toward various pharmaceuticals.

---

[1] This proposal and pricing is for the continued monitoring of Kadian in 2008. It will cost an additional $100,000 for the full year to monitor ALO-01 if launched in 2008. The $100,000/year fee will be prorated on a calendar quarter basis. For avoidance of doubt, if ALO-01 is launched in Q3, 2008, the fee for monitoring will be $50,000.

- Internet Survey - An online survey instrument to acquire a clearer picture of prescription opioid abuse among the Internet community, to measure product-specific relative rates of prescription opioid abuse among the members of this community, and to determine if this method of data collection can be a valid tool to collect information that can accurately reflect the current status or predict trends in prescription opioid abuse.

- Other surveillance elements---- Analysis of TESS, FDA-AERS, and DAWN Live data. Monitoring of DEA news, Medline articles, conference watch, and media mentions. Analyzing and monitoring these other data streams will allow the NAVIPPRO™ system to form an integrated picture of the abuse of particular controlled drugs.

III. NAVIPPRO™ Deliverables:

Level 2: Quarterly

Alpharma shall receive 4 calendar quarterly surveillance reports starting Q1 2008 (report will be delivered 10 business days after the close of each calendar quarter) as well as an annual report (report will be delivered 15 business days after the close of the year), which will contain the following components:

1) Proprietary Drug Abuse Surveillance Data
   a) ASI-MV® Connect data analysis
      i) Abuse rates for KADIAN® and ALO-01 compared to the entire opioid class (i.e., all opioids evaluated by ASI-MV® Connect) aggregated as a group, as well as 3 comparator drugs or compounds of Alpharma's choosing. These data will be broken down into 5 sections: Summary of participant data, rates of prescription opioid abuse, locations of prescription opiod abuse, abuse rates over time, and demographic analysis of prescription opioid abusers.
      ii) Our goal is for the ASI-MV Connect network to consist of 300 facilities that provide substance abuse treatment, evaluation, and screening by the end of 2008. Inflexxion will aim to add no less than approximately 38 facilities in each calendar quarter during 2008.

   b) Drug Internet Surveillance and Survey (DISAS) System
      i) Internet Monitoring: Inflexxion has developed an automated system, "web crawler" that will monitor daily Internet chatter on six recreational drug abuse websites: blulight, drugs-forum, opioiphile, erowid, somniforums and hipforums. Inflexxion will provide ongoing quantitative descriptions of the number of messages or posts related to specific products as well as qualitative assessments of the content of these posts (e.g., whether a message encourages or discourages abuse of the product in question).
      ii) Internet Survey: Inflexxion has developed a survey to capture prescription opioid abuse among the Internet community. This survey mimics the ASI-MV® Connect assessment so that we can do a comparison of product-specific relative rates of prescription opioid abuse.

2) Academic Research
   a) Medline article abstracts
      i) Inflexxion will present abstracts of relevant research articles. The search will be limited to articles published in journals that are indexed in PubMed. The search will be conducted using a set of 12 keywords (i.e., KADIAN®, ALO-01, opioid abuse) that will be agreed upon by Inflexxion and Alpharma.

   b) Conference watch
      i) Calendar summary of upcoming conferences on pain management, prescription opioid abuse, and risk management.

3) Media reports & monitoring of legislative activity
   a) News reports
      i) News sources are monitored by NAVIPPRO staff members, who search for articles relevant to KADIAN, ALO-01, morphine or prescription drug abuse.

   b) Legislative Activity and Law Enforcement News
      i) NAVIPPRO monitors the media for stories pertaining to legislative activity involving drug abuse, controlled substances, prescribing of opioids, and other related topics. Additionally, staff members search for articles about law enforcement events involving prescription opioids.

   c) Drug Enforcement Administration (DEA) intelligence summaries
      i) Information regarding prescription opioids is retrieved from the DEA Microgram Bulletin, Prescription Medicines News Releases, Office of Diversion Control and biweekly newsletter.

4) Governmental Data
   a) Food and Drug Administration Adverse Event Reporting System (FDA-AERS) data
      i) FDA-AERS is a computerized information database designed to support the FDA's post-marketing safety surveillance program for all approved drug and therapeutic biologic products. This database contains reports of adverse drug reactions from manufacturers as required by regulation.
      ii) Proportional reporting rates (PRR) and empirical Bayes geometric means (EBGMs) for KADIAN and comparison opioid products are calculated in this analysis.

   b) Drug Abuse Warning Network ("DAWN Live")
      i) DAWN is a public health surveillance system that monitors drug related visits to hospital emergency departments and drug-related deaths investigated by medical examiners and coroners.
      ii) Inflexxion will explore non-medical use of KADIAN, ALO-01 and comparator drugs.
      iii) Data on ED visits involving morphine compounds, KADIAN, ALO-01 and comparator drugs will be tabulated over time, by an additional variable in a given analysis (i.e., bivariate analyses). Age, race, gender and disposition are some available variables that could also be used in descriptive analysis.
      Note: This deliverable is contingent on Alpharma's ability to obtain, with Inflexxion's assistance, permission to access this data. The parties acknowledge that Alpharma has obtained permission for Inflexxion to access this data.

   c) Toxic Exposure Surveillance System (TESS) data analysis
      i) TESS is a national, real-time surveillance database that includes all human exposures reported to participating U.S. poison control centers.
      ii) Data are released annually; the data released for the most recent year will be analyzed. These analyses will include 2 compounds of Alpharma's choosing.

List Price: $1,300,000
Alpharma Price: $750,000

**Additional $100,000 for the full calendar year (prorated on a calendar quarter basis) for monitoring ALO-01 if launched in 2008*

IN WITNESS WHEREOF, the parties have agreed to the attached proposal. Any changes to this Proposal must be in writing and agreed by both parties.

FOR ALPHARMA PHARMACEUTICALS LLC:

By _____ Date _____

Name (please print)

Title

Joseph W. Stauffer, D.O.
Chief Medical Officer
Senior Vice President
Clinical Research & Medical Affairs

FOR INFLEXXION, INC.:

By _____ Date _____

Simon Budman
Name (please print)

President and CEO
Title

ALPHARMA.
Pharmaceuticals

December 30, 2009

Inflexxion, Inc.
320 Needham Street
Newton, MA 02464

Attn: Andrea Licari

RE: NAVIPPRO Founder and Services Agreement executed as of November 13, 2006 between Alpharma Pharmaceuticals LLC and Inflexxion, Inc ("Services Agreement")

Dear Ms. Licari:

The purpose of this letter agreement (the "Amendment") is to amend the Services Agreement as follows:

1. The general terms and conditions of the Services Agreement shall remain in effect through the term of the Services Agreement, as extended by this Amendment. Alpharma shall continue to receive the benefits of being a Founder under the terms of the Services Agreement. As contemplated by Section 2 (C) of the Services Agreement, the parties hereby enter into the Subscriber Agreement that is represented by the proposal entitled "Monitoring Kadian® Abuse through the National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™)" attached hereto as Exhibit A (to monitor Kadian and the addition of CHAT (adolescent) data stream). The parties hereby agree to incorporate the quotation for such the services described on Exhibit A under the terms of the Services Agreement, as amended by this Amendment.

2. Inflexxion hereby agrees to deliver to Alpharma four (4) quarterly surveillance reports, to commence on Q1 2009, and an annual report containing the components listed in the attached proposal. Total cost will be $800,000.00 which will be paid out in four (4) quarterly payments of $200,000.00. Payments will be coordinated with delivery of the reports and due forty five days (45) after March 31st 2009, June 30th 2009, September 30th 2009, and December 31st 2009. In the event a report is late the payment may be delayed.

3. Pursuant to this Amendment, the term of the Services Agreement will be extended through December 31, 2009.

4. Section 6B of the Services Agreement is amended to add subsection (e) below.

(e) Either party may terminate this Agreement at any time, with or without cause, upon 60 days' written notice to the other.

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5. Should the services contemplated under this Amendment be terminated subject to Section 6 of the Services Agreement, Inflexxion will provide all deliverable due to Alpharma through the date of last payment by Alpharma.

6. The Total cost of $800,000.00 is for the monitoring of Kadian.

The remainder of the Services Agreement remains in full force and effect.

If the foregoing accurately reflects your understanding of our arrangement, please execute and return one fully executed copy of this Amendment to the undersigned.

Very truly yours,

By: _____ 12/30/08
Name: Joseph Stauffer / Walter Oneal
Title: V.P. Medical Affairs & Sci. Comm.

ACCEPTED AND AGREED TO:

Inflexxion Inc.

By: _____
Name: Simon Bloman
Title: President & CEO

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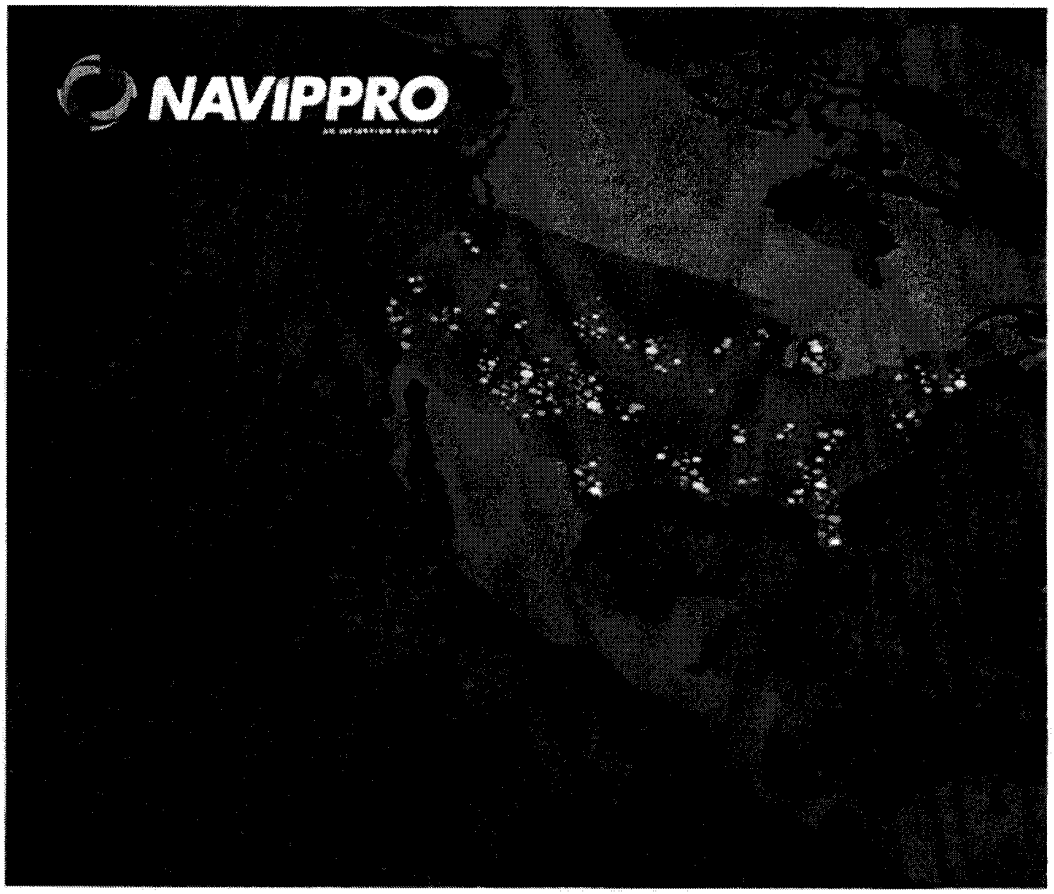
EXHIBIT A



Monitoring Kadian® Abuse through the National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™):

An integrated, scientifically developed, comprehensive, risk management program

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Monitoring Kadian® Abuse through the *National Addictions Vigilance Intervention and Prevention Program (NAVIPPRO™)*: A unique, scientifically developed, comprehensive, risk management program

I. Background:

Partly in response to the OxyContin® epidemic of 2000-2001, the Government Accounting Office (GAO, 2003) has recommended the Food and Drug Administration (FDA) develop guidelines (FDA Draft Guideline Document, 2003), for pharmaceutical companies making new applications for abusable substances "to include plans that contain a strategy for monitoring the use of these drugs and identifying potential abuse and diversion problems". The GAO report goes on to note that these strategies should include post-marketing surveillance. Post-marketing surveillance programs monitor, on an ongoing basis, various indicators in the community that might suggest the presence of an emerging trend of abuse. With any public health surveillance program, reliable and timely data inform health, law enforcement, and community leaders allowing them to take steps to limit the potential damage when a pharmaceutical agent becomes a significant public health problem. Another major shortcoming of all major surveillance systems is a lack of product specific data. Although many systems can get some types of minimal product specificity or at least class specificity, no system outside of NAVIPPRO™ gets data that is totally product specific. The NAVIPPRO™ system is the only program available that provides data that is both 'real time' and totally product specific. Further, information regarding product specific routes of administration will provide data that can assist companies in differentiating those aspects of their products that may offer unique benefits to public health.

II. The Inflexxion Solution:

NAVIPPRO™ is a unique, scientifically developed, comprehensive, risk management program for prescription opioids, stimulants and other Schedule II or III therapeutic agents. NAVIPPRO™ was developed with extensive support from National Institute on Drug Abuse (NIDA) as well as industry sponsorship. Designed for incorporation into pharmaceutical risk management programs, the NAVIPPRO™ system provides national, real-time, product-specific surveillance information from facilities that provide substance abuse treatment, evaluation, and screening throughout the United States, as well as input from a variety of other national data sources. Detailed reports, written by Inflexxion experts in signal detection, epidemiology and biostatistics, include data and analysis on both vigilance and surveillance.

Sources of NAVIPPRO™ data:

Each product-specific report generated by NAVIPPRO™ draws from various proprietary and other data sources, and creates a powerful analytic monitoring tool that is available to subscribers on a monthly, quarterly or annual basis:

- ASI-MV® Connect – The ASI-MV® Connect is a proprietary Inflexxion data stream that gathers data from a network of substance abuse treatment facilities across the United States. The ASI-MV® Connect system uses proprietary technology which allows Inflexxion to obtain real-time, self-reported data on new patients admitted to substance abuse treatment facilities (inpatient and outpatient) within the network. We obtain product-specific information related to how the drug was obtained (source of drug), route(s) of administration, and other important information which helps clarify specific elements of the problem. We also obtain geographic data for each patient that, when combined with the real-time nature of the ASI-MV® Connect data,

allows for the analysis of spatial and temporal patterns of abuse of particular pharmaceutical products throughout the country. The ASI-MV® Connect technology allows Inflexxion to add, subtract, or modify questions being asked of the substance abusers.

- CHAT™ - The Comprehensive Health Assessment for Teens (CHAT™) is a new component of NAVIPPRO surveillance and the complement to ASI-MV® Connect focusing on the adolescent population (ages 13 to 18 years) in substance abuse treatment. CHAT™ will provide substance abuse treatment evaluation and screening using proprietary technology allowing Inflexxion to obtain real-time, self-reported data on adolescent patients admitted to juvenile justice system or youth treatment facilities. CHAT™ will collect product-specific information for stimulants and prescription opioids as well as information on the source of drugs, routes of administration and other information that will address characteristics of this population. CHAT™ will also collect geo-spatial information about where and how particular pharmaceuticals are being abused in different parts of the country. Using technology similar to the ASI-MV® Connect allows addition, subtraction or modification of questions being asked of adolescents in treatment. Inflexxion's goal is to launch CHAT™ in Q2 2009 with a recruitment estimate of 50 sites contributing data to the system by the end of calendar year 2009.

- Web Informed Services (WIS): Internet Monitoring and Internet Surveys

    - Internet Monitoring- Our approach to Internet monitoring is based upon current scientific and technology methods for harvesting and rating posts pertaining to prescription drugs. This methodology, developed in part with NIDA support, allows for reliable and valid information pertaining to the drugs that abusers are using, their preferences on how to use the drugs, and relative attitudes toward various pharmaceuticals.

    - Internet Surveys – As part of NAVIPPRO™ surveillance, Inflexxion conducts online surveys. The information obtained from these surveys can be developed to help characterize prescription opioid abuse, in order to measure relative, product-specific rates of prescription opioid abuse among the members of the Internet community. Another example of this research is Inflexxion's annual College Drug Survey, which is an annual survey of college students developed to assess which prescription opioids this population is abusing, how they are abusing them, and where they are obtaining their drugs.

- Other surveillance elements—- Analysis of American Association of Poison Control Center – National Poison Data System (AAPCC-NPDS), FDA-AERS, and DAWN Live data. Monitoring of DEA news, Medline articles, conference watch, and media mentions. Analyzing and monitoring these other data streams will allow the NAVIPPRO™ system to form an integrated picture of the abuse of particular controlled drugs.

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III. NAVIPPRO™ Surveillance Deliverables:

Alpharma will receive comprehensive surveillance reports for KADIAN® on a quarterly basis starting in Q1 2009. Each quarterly report will be delivered 45 business days after the close of the quarter* (*note: we receive Verispan data for a given quarter 30 business days after the close of the quarter. Inflexxion then needs an additional 15 business days to analyze the data and create the report). Alpharma shall receive 4 quarterly surveillance reports containing analysis of quarterly data only. The reports will be on April 14th, August 25th, November 25th of 2009 and February 25, 2010. An annual report containing analysis of data over the four calendar quarters will be delivered on February 25, 2010. Alpharma's NAVIPPRO surveillance reports will contain the following components:

1) Proprietary Drug Abuse Surveillance Data
   a) ASI-MV® Connect data analysis (English and Spanish versions)
      - Abuse rates for KADIAN® compared to the entire opioid class (i.e., all opioids evaluated by ASI-MV® Connect) aggregated as a group, as well as 6 comparator drugs or compounds of Alpharma's choosing. These data will be broken down into 5 sections: summary of ASI-MV® Connect participant data, rates of prescription opioid abuse, locations of prescription opioid abuse, abuse rates over time, and demographic analysis of prescription opioid abusers.

   b) CHAT™ data analysis
      Alpharma will receive analyses of CHAT™ data for KADIAN compared to the entire opioid class aggregated as a group, as well as 6 comparator drugs or compounds of Alpharma's choosing. Analysis of patterns and trends in abuse for the adolescent population will be dependent upon sufficient data available from CHAT™. As noted, Inflexxion expects to launch CHAT™ in early Q2 2009; therefore the earliest data will be available is Q3 2009. Sufficient data for meaningful analysis will be determined between Alpharma and Inflexxion.

   c) Web Informed Services (WIS): Internet Monitoring and Internet Surveys
      - Internet Monitoring: Inflexxion has developed an automated system, "web crawler" that will monitor daily Internet chatter on six recreational drug abuse websites: blulight, drugs-forum, opioiphile, erowid, somniforums and hipforums. Inflexxion will provide ongoing quantitative descriptions of the number of messages or posts related to specific products and the 6 comparator products chosen by Alpharma as well as topic analysis of posts

      - Internet Survey: Inflexxion has developed a survey to capture prescription opioid abuse among the Internet community. This survey collects product-specific information as well as information on beliefs, practices and perceptions about prescription drug abuse from a population of recreational drug abusers online. .

2) Academic Research
   a) Medline article abstracts
      - Inflexxion will present abstracts of relevant research articles. The search will be limited to articles published in journals that are indexed in PubMed. The search will be conducted using a set of keywords (e.g., KADIAN®, opioid abuse)

b) Conference watch
- Calendar summary of upcoming conferences on pain management, prescription opioid abuse, and risk management.

3) Media reports & monitoring of legislative activity
a) News reports
- News sources are monitored by NAVIPPRO staff members, who search for articles relevant to KADIAN, morphine or prescription drug abuse.

b) Legislative Activity and Law Enforcement News
- NAVIPPRO monitors the media for stories pertaining to legislative activity involving drug abuse, controlled substances, prescribing of opioids, and other related topics. Additionally, staff members search for articles about law enforcement events involving prescription opioids.

c) Drug Enforcement Administration (DEA) intelligence summaries
- Information regarding prescription opioids is retrieved from the DEA Microgram Bulletin, Prescription Medicines News Releases, Office of Diversion Control and biweekly newsletter.

4) Governmental Data
a) Food and Drug Administration Adverse Event Reporting System (FDA-AERS) data
- FDA-AERS is a computerized information database designed to support the FDA's post-marketing safety surveillance program for all approved drug and therapeutic biologic products. This database contains reports of adverse drug reactions from manufacturers as required by regulation.

- Proportional reporting rates (PRR) and empirical Bayes geometric means (EBGMs) for KADIAN and comparison opioid products are calculated in this analysis. (Note that these data have a reporting lag of up to 6 months. Therefore, FDA-AERS data reported in the Q1 2009 surveillance report will include data from the most current reporting time period from FDA-AERS. For example, analyses of data in the Q1 2009 quarterly report will contain FDA-AERS data from Q3 2008).

b) Drug Abuse Warning Network ("DAWN Live")
- DAWN is a public health surveillance system that monitors drug related visits to hospital emergency departments and drug-related deaths investigated by medical examiners and coroners.

- Inflexxion will explore non-medical use of KADIAN, and comparator drugs (Note: DAWN Live data for comparator drugs are available at the compound level only). Data and descriptive analyses for ED visits involving morphine compounds, KADIAN, and comparator drugs will be provided.

- *Note: This deliverable is contingent on Alpharma's ability to obtain, with Inflexxion's assistance, permission to access product-specific data for KADIAN. The parties acknowledge that Alpharma has obtained permission for Inflexxion to access this data.*

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c) American Association of Poison Control Centers (AAPCC) National Poison Data System (NPDS)

- The AAPCC maintains a national database of information logged by 61 poison control centers throughout the United States. These data are used to monitor poisoning events and can provide information on actual or potential exposures to substances including prescription drugs. Inflexxion receives data regarding intentional exposures involving prescription drugs at the compound level annually.

- Alpharma will receive analysis of AAPCC data at the compound level for morphine including 2 compound-level comparators of Alpharma's choosing in the annual report. The analysis of AAPCC data will include review of intentional exposures (intentional contact with a substance including the categories of abuse and misuse).

- Note that although these data are provided to Inflexxion by the AAPCC on an annual basis, there is a lag in reporting of these data to Inflexxion. AAPCC has confirmed that delivery of these data to Inflexxion is 30 business days after the close of the quarter/calendar year. Therefore, analyses of AAPCC data will be provided within 45 business days from the time of delivery of these data to Inflexxion and will be included in the annual report.

- If Alpharma chooses to have analysis of product-specific information, they will need to grant Inflexxion permission to receive product-level data for KADIAN.

Alpharma Price: $800,000

IN WITNESS WHEREOF, the parties have agreed to the attached proposal. Any changes to this Proposal must be in writing and agreed by both parties.

FOR ALPHARMA PHARMACEUTICALS LLC:

By _____ Date _____

Name (please print)

Title

FOR INFLEXXION, INC.:

By _____ Date 12/30/08

Simon Budman
Name (please print)

President and CEO
Title

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January 20, 2009

VIA UPS

Inflexxion, Inc.
320 Needham Street, Suite 100
Newton, MA 02464
Attention: Simon Budman, Ph.D.

Re: NAVIPPRO Founder and Services Agreement between Alpharma Pharmaceuticals LLC and Inflexxion, Inc., executed as of November 13, 2006, as amended by letter agreements dated December 20, 2007 and December 30, 2008 (the "Contract")

To Whom It May Concern:

As you may know, King Pharmaceuticals, Inc. ("King") closed its acquisition of Alpharma Inc. ("Alpharma") on Monday, December 29, 2008. As a condition to clearance from the Federal Trade Commission of the Alpharma acquisition, King agreed to divest Alpharma's Kadian® product to Actavis Elizabeth LLC, a subsidiary of Actavis, Inc., a leading global pharmaceutical company. This divestiture was consummated on December 29, 2008 (the "Closing"), immediately following King's acquisition of Alpharma. This letter constitutes notice under Section 22 of the Contract of the foregoing.

Upon the consummation of the Kadian divestiture, the Contract was assigned to Actavis Elizabeth LLC. As of the Closing, Actavis Elizabeth LLC assumed the post-Closing obligations of the assignor under the Contract.

The contact information for Actavis Elizabeth LLC is as follows:

Actavis Elizabeth LLC
60 Columbia Road, Building B
Morristown, NJ 07960
(973) 889-6626
Attention: Andrea Johnson

NY: 613995-2

If you have any questions about this notice, please call Melissa C. Steward, Esq. of King at (423) 989-8704.

Very truly yours,

ALPHARMA
PHARMACEUTICALS LLC

By: Brian A. Markison

Name: Brian A. Markison

Title: President and Chief Executive Officer

cc: Actavis Elizabeth LLC
60 Columbia Road, Building B
Morristown, NJ 07960
Attention: Chief Legal Counsel