UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE | PROOF OF CLAIM

1. Name of Debtor (Check Only One):

☒ Graceway Pharmaceuticals, LLC (11-13036)   [ ] Chester Valley Pharmaceuticals, LLC (11-13041)
[ ] Graceway Pharma Holding Corp. (11-13037)   [ ] Graceway Canada Holdings, Inc. (11-13042)
[ ] Graceway Holdings, LLC (11-13038)   [ ] Graceway International, Inc. (11-13043)
[ ] Chester Valley Holdings, LLC (11-13039)

This form should not be used to assert a claim for an administrative expense arising after the commencement of the case, which should be filed pursuant to 11 U.S.C § 503. Additionally, this form should not be used to assert a claim under 11 U.S.C. § 503(b)(9), which should be filed pursuant to the 503(b)(9) Administration Order entered on October 17, 2011 [Docket No. 122]

2. Name of Creditor (the person or other entity to whom the Debtor owes money or property): Source Healthcare Analytics, Inc. (now known as Source Healthcare Analytics, LLC)

Name and address where notices should be sent:
Samantha Brown, Esq.
The Phoenix Law Group of
    Feldman Brown Wala Hall & Agena, PLC
8765 East Bell Road, Suite 110
Scottsdale, Arizona 85260
(480) 444.1272
E-Mail: sbrown@phoenixlawgroup.com

[ ] Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number:_____
(If known)

Filed on:_____

Name and address where payment should be sent (if different from above):
Source Healthcare Analytics, LLC
(formerly Source Healthcare Analytics, Inc.)
Attn: President or General Counsel
2390 East Camelback Road
Phoenix, Arizona 85016

Telephone number:

[ ] Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

[ ] Check this box if you are the Debtor or trustee in this case.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. Please review the bar date notice to determine whether you must file a proof of claim to preserve your rights. The bar date notice is available online at www.bmcgroup.com/graceway or upon request at the address on the back of this form.

THIS SPACE IS FOR COURT USE ONLY

3. Amount of Claim as of Date Case Filed: $ 1,228,362.00 plus interest to the extent permitted by law.

If all or part of your claim is secured, complete item 6 below; however, if all of your claim is unsecured, do not complete item 6.
If all or part of your claim is entitled to priority, complete item 7.

[☒] Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

4. Basis for Claim: Service Agreement between Debtor and Creditor. See attached documents and summaries.
(See instruction #4 on reverse side.)

5. Last four digits of any number by which creditor identifies Debtor: ___0001___
    5a. Debtor may have scheduled account as: _____
    (See instruction #5a on reverse side.)

6. Secured Claim (See instruction #6 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: [ ] Real Estate   [ ] Motor Vehicle   [ ] Equipment   [ ] Other

Describe:

Value of Property: $_____   Annual Interest Rate _____%

Amount of arrearage and other charges as of time case filed included in secured claim,

If any: $_____   Basis for perfection: _____

Amount of Secured Claim: $_____   Amount Unsecured: $_____

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8. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

9. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See instruction 9 and definition of "redacted" on reverse side.)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

7. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim

[ ] Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

[ ] Wages, salaries, or commissions (up to $11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4).

[ ] Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5).

[ ] Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7)

[ ] Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

[ ] Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

Amount entitled to priority:

$_____

Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

10. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

Graceway Pharmaceuticals LLC

00208

Date January 20, 2012   Signature: *Samantha Brown*   Printed Name: Samantha Brown

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: BMC GROUP, INC., ATTN: GRACEWAY PHARMACEUTICALS CLAIMS PROCESSING P.O. BOX 3020, CHANHASSEN, MN 55317-3020 IF BY HAND DELIVERY OR OVERNIGHT COURIER: BMC GROUP, INC., ATTN: GRACEWAY PHARMACEUTICALS CLAIMS PROCESSING, 18750 LAKE DRIVE EAST CHANHASSEN, MN 55317 ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE FOR CLAIMS IN THESE CHAPTER 11 CASES IS DECEMBER 30, 2011 4:00 P.M. (PREVAILING EASTERN TIME). THE GOVERNMENTAL BAR DATE FOR CLAIMS OF GOVERNMENTAL ENTITIES IN THESE CHAPTER 11 CASES IS MARCH 27, 2012 AT 4:00 P.M. (PREVAILING EASTERN TIME).

1. **Court, Name of Debtor, and Case Number:**
   These Chapter 11 cases were commenced in the United States Bankruptcy Court for the District of Delaware. You should select the Debtor against which you are asserting your claim. A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

2. **Creditor's Name and Address:**
   Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

3. **Amount of Claim as of Date Case Filed:**
   State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 6 and 7. Check the box if interest or other charges are included in the claim.

4. **Basis for Claim:**
   State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

5. **Last Four Digits of Any Number by Which Creditor Identifies Debtor:**
   State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor
   5a. Debtor May Have Scheduled Account As:
   Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

6. **Secured Claim:**
   Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

7. **Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):**
   If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

8. **Credits:**
   An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

9. **Documents:**
   Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 4. Do not send original documents, as attachments may be destroyed after scanning.

10. **Date and Signature:**
    The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.
The Debtors in these Chapter 11 cases are:

Graceway Pharmaceuticals, LLC (11-13036)
Graceway Pharma Holding Corp. (11-13037)
Graceway Holdings, LLC (11-13038)
Chester Valley Holdings, LLC (11-13039)
Chester Valley Pharmaceuticals, LLC (11-13041)
Graceway Canada Holdings, Inc. (11-13042)
Graceway International, Inc. (11-13043)

Certain of the Debtors were known by other names within the past six years; such former names are identified in the notice of commencement.

Creditor
A creditor is the person, corporation, or other entity owed a debt by the Debtor on the date of the bankruptcy filing.

Claim
A claim is the creditor's right to receive payment on a debt owed by the Debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim can-not exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, please provide a stamped self-addressed envelope and a copy of this proof of claim when you file the original claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

STATEMENT OF CLAIM

Debtor Graceway Pharmaceuticals, LLC ("Debtor") entered into a Service Agreement with Source Healthcare Analytics, Inc. ("Source") effective as of January 1, 2008 under which Debtor contracted for certain informational services in exchange for payment to Source. The Service Agreement, at Section 3.1, provided that it shall continue through December 31, 2010 (the "Initial Term") and would thereafter be automatically renewed for successive one (1) year renewal terms unless either party notified the other of its intention to terminate or modify the Service Agreement at least ninety (90) days prior to the end of the Initial Term or any renewal term.   By virtue of this auto-renewal provision, and Debtor's failure to notify Source of its intent to terminate, the Service Agreement was to continue in effect through December 31, 2012.

The Service Agreement was amended from time to time. Under the Eighth Amendment to Service Agreement, Debtor contracted for additional services from Source and agreed to an amended pricing table. The "data months" for certain of the services subscribed through December 31, 2012 extended into January and February 2013. Under the amended pricing table, Debtor was obligated to pay Source a total $1,228,362.00 for the services it subscribed through December 31, 2012.

By virtue of Debtor's rejection of the Service Agreement with Source, Source claims damages of $1,228,362.00.

To the extent permitted by law, Source claims statutory /contract interest on this liquidated amount until paid pursuant to Arizona Revised Statute and other applicable law.

Summary of Services Subscribed and Associated Fees by Data Month

		2012												2012 Total	2013		2013 Total	Grand Total
		201201	201202	201203	201204	201205	201206	201207	201208	201209	201210	201211	201212		201301	201302		
BA00000001043	SOURCE LX - MONTHLY ADARA DATA FEED		14,362	14,362	14,362	14,362	14,362	14,362	14,362	14,362	14,362	14,362	14,362	157,979	14,362		14,362	172,341
MM000000000226	DCL Executive Summary					3,535			3,535			3,535		10,606		3,535	3,535	14,141
TC00000005331	PHAST WEEKLY	4,040	5,387	5,387	6,733	5,387	5,387	6,733	5,387	5,387	6,733	5,387	6,733	68,681	1,347		1,347	70,028
TC00000005344	PHAST RX MONTHLY		4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	45,852	4,168		4,168	50,020
TC00000005345	PHAST INSTITUTION MONTHLY		4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	4,168	45,852	4,168		4,168	50,020
TC00000005346	PHAST INTEGRATED MONTHLY		5,002	5,002	5,002	5,002	5,002	5,002	5,002	5,002	5,002	5,002	5,002	55,022	5,002		5,002	60,024
TC00000005347	DYNAMIC CLAIMS LIFECYCLE MSI		11,981	11,981	11,981	11,981	11,981	11,981	11,981	11,981	11,981	11,981	11,981	131,786	11,981		11,981	143,766
TC00000005353	PRESCRIBER PAYER WEEKLY	21,180	42,361	52,951	42,361	42,361	52,951	42,361	52,951	42,361	42,361	52,951	42,361	529,511	21,180		21,180	550,691
TC00000005354	PRESCRIBER PAYER MAILMAX WEEKLY	4,128	8,256	10,320	8,256	8,256	10,320	8,256	10,320	8,256	8,256	10,320	8,256	103,203	4,128		4,128	107,331
TC00000005431	HOSPITAL OUTFLOW WEEKLY - DATA WAREHOUSE	385	769	962	769	769	962	769	962	769	769	962	769	9,615	385		385	10,000
Total		29,733	96,454	109,301	97,801	99,989	109,301	97,801	112,836	96,454	97,801	112,836	97,801	1,158,106	66,721	3,535	70,256	1,228,362

<u>SERVICE AGREEMENT</u>

THIS SERVICE AGREEMENT ("Agreement") is made and entered into effective January 1, 2008 between **Source Healthcare Analytics, Inc.,** a Delaware corporation, with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016, ("WOLTERS KLUWER HEALTH") and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("CLIENT").

<u>RECITALS</u>

WOLTERS KLUWER HEALTH provides a variety of informational services to the pharmaceutical industry. CLIENT wishes to obtain one or more of these services under the terms and conditions provided herein below.

NOW THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

1.   <u>SERVICES PROVIDED BY WOLTERS KLUWER HEALTH</u>

Under and subject to the terms of this Agreement, WOLTERS KLUWER HEALTH shall provide CLIENT with the services specified below and in the Addenda attached hereto (the "Services"):

- Source Dynamic Claims MSI   (see Addendum A)
- Source Pharmaceutical Audit Suite (PHAST)   (see Addendum B)

2.   <u>FEES AND PAYMENT</u>

2.1   In consideration for the Services provided to CLIENT hereunder, CLIENT shall pay to WOLTERS KLUWER HEALTH the fees set forth in the table below. These fees shall be adjusted for any additional services requested by CLIENT and provided by WOLTERS KLUWER HEALTH.

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756

[1] Client's PHAST subscription begins on January 1, 2008

2.2   The fees set forth in Section 2.1 herein shall be held constant unless WOLTERS KLUWER HEALTH incurs an increase in data acquisition costs greater than six percent (6%) for the most recent calendar year prior to the then current contract year. Should this occur, fees for database Services provided in this Agreement shall be increased by one percent (1%) for each 1% increase in data acquisition costs over 6%.

2.3   CLIENT shall pay for the Services provided by WOLTERS KLUWER HEALTH on a quarterly basis in advance, with the initial quarterly payment due upon execution of this Agreement and the remaining quarterly payments due on the first day of January, April, July and October of each contract year. Payment for any additional services requested by CLIENT and provided by WOLTERS KLUWER HEALTH will be invoiced upon delivery of such services. Payments not received within thirty (30) days of date of invoice will be deemed delinquent and subject to a finance fee of 1-1/2% per month. WOLTERS KLUWER HEALTH, at is sole discretion, may suspend delivery of Services if payment is not received in accordance with the timeframe described hereinabove. Suspension of Services for nonpayment shall not be deemed to be a material breach of this Agreement.

3.   TERM AND TERMINATION

3.1   The term of this Agreement shall begin on January 1, 2008 and shall continue through December 31, 2010 (the "Initial Term"). The Services provided hereunder, however, may be delivered on a data month or data week basis. As used herein, "data month" or "data week" shall mean delivery of data within a set number of days following the close of the previous month or week as the case may be (as defined in each specific Addendum). Thereafter, this Agreement shall be automatically renewed for successive one (1) year renewal terms on the same terms and conditions then prevailing, except for an annual percentage price increase of five percent (5%), unless WOLTERS KLUWER HEALTH or CLIENT notifies the other of its intention to terminate or modify the Agreement at least ninety (90) days prior to the end of the Initial Term or any renewal term.

3.2   If the parties mutually agree to renew on modified terms for any renewal term(s), an amendment including, but not limited to, any waivers, modifications or alterations of the current Agreement, shall be executed by duly authorized representatives of the respective parties.

3.3   In the event that either party commits a material breach of this Agreement, the non-breaching party shall have the right to terminate this Agreement by providing the other party with ninety (90) days prior written notice of termination; provided, however, that such notice of termination shall be null and void if the breach has been cured by the party in default within said ninety (90) day period.

3.4   Within sixty (60) days after termination of this Agreement, however occurring, CLIENT shall return to WOLTERS KLUWER HEALTH all data, information and software (hardcopy, tapes, cartridges, etc.), in CLIENT's possession that had been supplied to it hereunder. In lieu of all data, information and software (hardcopy, tapes, cartridges, etc.) being returned to WOLTERS KLUWER HEALTH, WOLTERS KLUWER HEALTH will accept written confirmation of destruction executed by a duly authorized officer of CLIENT indicating the data has been properly destroyed or erased.

4.   DATA ACCURACY, RIGHTS TO CONFIDENTIALITY

4.1   WOLTERS KLUWER HEALTH shall use its reasonable efforts to be both complete and accurate in compiling the data, information and software to be supplied to CLIENT and in performing the Services hereunder, provided, however, that no representation or warranty, express or implied, is made by WOLTERS KLUWER HEALTH with respect thereto WOLTERS KLUWER HEALTH shall have no liability for loss or damage, whether direct or non-direct (including without limitation, incidental, indirect, consequential, or exemplary), by reason of errors or omissions in the compilation of information or the performance of the Services hereunder.

4.2   WOLTERS KLUWER HEALTH shall hold all confidential and proprietary information supplied to it by CLIENT relating to the business of CLIENT in confidence, unless it is already known to

WOLTERS KLUWER HEALTH at time of disclosure, it is already publicly available or becomes so through no fault of WOLTERS KLUWER HEALTH, or release thereof is consented to by CLIENT. Notwithstanding the foregoing, CLIENT acknowledges and agrees that WOLTERS KLUWER HEALTH has the right to disclose all information supplied to it by CLIENT to its affiliates and subcontractors and to their respective employees, agents and subcontractors, but only as necessary to facilitate WOLTERS KLUWER HEALTH's performance of its obligations, and exercise of its rights, under this Agreement.

4.3   CLIENT acknowledges that any information, data or software supplied by WOLTERS KLUWER HEALTH to it hereunder is proprietary and confidential to WOLTERS KLUWER HEALTH and that CLIENT has the right only to use such information, data and software in accordance with the terms of this Agreement. All such information, data and software shall be used solely for the benefit of CLIENT or its wholly owned and majority owned subsidiaries and shall not be sold, transferred, disclosed in whole or in part or given to any third party, without the prior written consent of WOLTERS KLUWER HEALTH. Such data, information or software shall be disclosed only to agents or contractors of CLIENT to the extent necessary for them to perform their duties for CLIENT and then only if they have undertaken similar obligations of confidentiality, by formally executing the Third Party Data Use Agreement, an example of which is attached hereto as Addendum C. No data or information supplied to CLIENT shall be quoted or attributed to WOLTERS KLUWER HEALTH, including without limitation advertising or press releases, without WOLTERS KLUWER HEALTH's prior written consent thereto.

4.4   CLIENT agrees that under no circumstances will any representative or agent of CLIENT share or discuss, directly or indirectly, any data, information, reports, software, or delivery systems provided under this Agreement, with any pharmacies or prescribers, or with any persons employed or engaged by the aforementioned parties.

4.5   CLIENT hereby agrees to indemnify and defend WOLTERS KLUWER HEALTH, and hold it harmless, against any and all third party claims, suits, actions, losses, damages or expenses (including attorneys' fees) that may be suffered by WOLTERS KLUWER HEALTH, and which arises from any claims that may be made against WOLTERS KLUWER HEALTH by any person, as a direct or indirect result of or related to: (1) the terms of use by CLIENT of the data or the Services provided hereunder; and/or (2) CLIENT's breach of Sections 4.3 and 4.4 hereinabove.

4.6   CLIENT shall take reasonable measures to ensure that its field sales personnel and other employees ensure the confidentiality of all data, information, reports, software, and delivery systems provided under the Agreement..

4.7   WOLTERS KLUWER HEALTH reserves the right, at its sole discretion, and at any time during the term of this Agreement, to discontinue offering any Service provided hereunder should it reasonably believe that it is in the best interests of WOLTERS KLUWER HEALTH to no longer offer such Services. In the event, however, that WOLTERS KLUWER HEALTH exercises its right to discontinue any Service in accordance with this Section, then WOLTERS KLUWER HEALTH shall provide CLIENT with a refund for any unused funds, and WOLTERS KLUWER HEALTH shall in good faith negotiate the overall price for the remaining Services should this Agreement include the provision of other bundled Services to CLIENT hereunder.

5.   MISCELLANEOUS PROVISIONS

5.1   No party shall be considered in default because of any failure in performance of this Agreement, if said failure arises out of causes beyond said party's reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, degradation of telephone or other communication services, or unusually severe weather conditions.

5.2   CLIENT is responsible for any data agent agreements and related fees required to meet CLIENT defined specifications for products and services provided under this Agreement. CLIENT is

responsible for all agreements, license fees, sales representative fees, and mailing or telemarketing fees as they are mandated by each data agent association.

5.3   No waiver, modification or alteration of any of the provisions of this Agreement shall be binding unless approved in writing by a duly authorized representative of the parties.

5.4   This Agreement shall be construed in accordance with the laws of the State of Arizona. Both parties agree that Phoenix, Arizona is the situs of both the making and performance of this Agreement.

5.5   CLIENT agrees to be responsible for and pay and discharge when due any and all federal, state and local sales, use or other such tax that may be levied, assessed, imposed or charged in connection with the performance of this Agreement. CLIENT hereby agrees to indemnify and hold WOLTERS KLUWER HEALTH harmless against any loss, damage, interest assessed or penalty whatsoever in any way arising from the failure of CLIENT to pay such tax or WOLTERS KLUWER HEALTH's failure to collect such tax from CLIENT.

5.6   It is expressly agreed that this Agreement embodies the entire contractual agreement of the parties in relation to the subject matter hereof and that no other agreement or understanding, verbal or otherwise, exists between the parties at the time of execution hereunder, with respect to such subject matter. With respect to delivery of Services for Source Pharmaceutical Audit Suite beginning January 1, 2008, the parties agree that this Agreement shall supersede and replace that agreement dated March 15, 2007 between Client and Wolters Kluwer Health for delivery of PHAST National Trends Prescription Weekly, National Trends Prescription Monthly and Institution Monthly through March 31, 2008.

5.7   Neither party may assign, transfer or delegate any portion of this Agreement without the express prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that WOLTERS KLUWER HEALTH shall have the right to subcontract the Services provided hereunder, in whole or in part, to an affiliate or other third party. To the extent WOLTERS KLUWER HEALTH elects to engage the services of a subcontractor hereunder, WOLTERS KLUWER HEALTH agrees that it shall ultimately remain fully responsible for the performance of the Services provided hereunder to CLIENT.

5.8   In the event a contracted delivery date falls on Saturday, delivery will be made the previous business day. If the delivery date falls on a Sunday or on a WOLTERS KLUWER HEALTH holiday, delivery will be made the next business day thereafter.

5.9   All notices required by this Agreement shall be given by certified or registered mail, return receipt requested, or by any type of express mail or express delivery service for which a receipt will be obtained.

If to CLIENT, such notices shall be addressed to:
Graceway Pharmaceuticals, LLC,
340 Martin Luther King Jr. Blvd.
Suite 500
Bristol, Tennessee 37620
Attn: General Counsel

With a copy to:

Graceway Pharmaceuticals, LLC
222 Valley Creek Blvd.
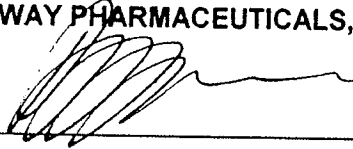Suite 300
Exton, PA 19341
Attn: VP, Business Operations

If to WOLTERS KLUWER HEALTH, such notices shall be addressed to:

General Manager
Wolters Kluwer Health
2394 East Camelback Road
Phoenix, Arizona 85016

with a copy to:

Legal Department
Wolters Kluwer Health
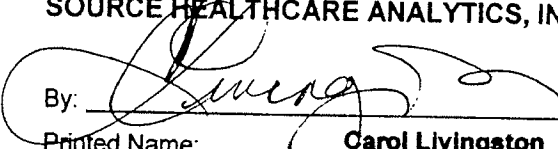2394 East Camelback Road
Phoenix, Arizona 85016

5.10 The parties' rights and obligations under Sections 3.4, 4.2, 4.3, 4.4, 4.5, and 5.6 shall survive any termination of this Agreement.

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

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Printed Name: Boris Meyerson Phd

Title: Vice President, Business Operations

Date: February 4, 2008

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Printed Name: Carol Livingston
Vice President,

Title: Customer Operations

Date: 2-12-08
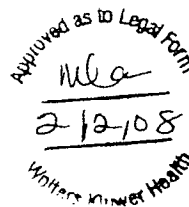
<u>ADDENDUM A</u>

DYNAMIC CLAIMS - MSI

A Wolters Kluwer Health Service
Specifications as of July 2007

SCOPE OF DATA AND SERVICES

Dynamic Claims (DC) - MSI is an innovative product that leverages Wolters Kluwer Health's complete enterprise of healthcare informatics to create an actionable, timely and unique solution for the healthcare industry. DC - MSI provides online access to retail prescription claim information to segment and target managed care plans that offer the most value in driving share for their products.

Product Characteristics

Dynamic Claims reports approved, rejected, and reversed prescription claims for the Client's Standard USC or Custom Therapeutic Classes (markets) of interest aggregated at the managed care plan level. Client can access plan level prescription claim information online with a MicroStrategy software analysis tool. Analyses include Co-Pay analyses, Rejection analyses, Reversal analyses and Dispensed as Written analyses all of which may be further segmented by State and US Census geographic alignment, days of therapy groupings, patient gender and patient age groupings.

At Client's option, Client may receive access to all transactions actually associated with a pharmacy claim, which further enables analysis of product substitution rates and differential co-payment associated with product substitution, as well as pharmacy incentive and reimbursement. Claims data for the current month is available for analyses approximately thirty (30) calendar days after the current calendar month close for monthly subscriptions and 30 days following the end of each quarter close for quarterly subscriptions. Dynamic Claims data is available with up to twenty four data months (current month plus 23 months of data history).

Client acknowledges that the "estimated payer amount" field provided by Wolters Kluwer Health in any Dynamic Claims data is not sufficiently accurate to represent the true payer price and accordingly, should only be used by Client directionally and not in any contract negotiations.

Market Definitions

Market definitions shall come from the Client and be applied to Client's specifications. A Therapeutic Class or Market may be defined by Client as a level 3, 4 or 5, USC, the accepted industry standard grouping of pharmaceutical products with similar therapeutic effects, or Client may define a custom grouping of pharmaceutical products including the Client's product(s) and other products that are considered by Client to be competitive in the pharmaceutical marketplace.

Markets

Custom Aldara market to include the following products:

Aldara, Efudex, Solaraze, Carac, Fluoroplex, Condylox; Maxair, Ventolin, Proventil, Maxair Autohaler, Proventil, Proventil HFA, Ventolin, Ventolin HFA, Alupent, Albuteral HFA ; Metrogel Vaginal, Vandazole; Atopiclair, MimyX, Elidel, Protopic; Benziq, Brevoxyl, Triaz, Zoderm.

Change Management

Client may make minor market changes to the Market Definitions ("Minor Market Change") on a monthly/quarterly basis depending on delivery frequency, by making such request in writing. Such Minor Market Changes must be made to Wolters Kluwer Health no later than the last day of the *data* month within which the change is requested. Major market changes to the Market Definitions ("Major Market Change") must be received from Client no later than the fifteenth (15th) of the *data* month within which the change is requested. For example, a Major Market Change would be the addition of a market. This change and final Client requirements must be received from Client no later than the fifteenth (15th) of the data month within which the change is requested.

A decision as to what is or is not considered a Minor Market Change or a Major Market Change shall be within the sole discretion of Wolters Kluwer Health. The guide below provides examples of, but not exclusive or limited to, what a Major/Minor Market Change may be:

Major Market Change	Minor Market Change
Adding a new market	Add a Product*
Re-sequencing products	Delete a product
Changing all product codes	Break out a product by form/strength

No product additions or deletions shall be applied to Client's files without prior written consent of Client, however Wolters Kluwer Health updates for existing products will automatically be applied to such existing products unless Client specifically requests Wolters Kluwer Health not to do so in writing.

*Client will be charged a market re-establishment fee of $10,000 for any major market revision that results in multiple product additions.

Deliverables

1. Subscription to Dynamic Claims - MSI online
2. Pre-defined Report Library and ability to create custom reports
3. Dynamic Claims User Manual
4. Initial training (one 3 hour duration group session)
5. Five (5) named User ID's
6. The most current data month's claims data plus 23 months of data history will be available
7. Quarterly Executive Summary Reports

Usage

- Client price based on five (5) User ID's.
- Additional users can be added at a charge of $2,500 per one (1) user
- All telecommunications charges are the responsibility of Client.
- Client will have access to the products 6 days a week (6 x 18), Monday through Saturday, 6AM-12AM ET (excluding Wolters Kluwer Health holidays)
- Client will receive 48 hours advance notice prior to a scheduled system outage
- A user manual and one training session is included with each module purchased
- Client price based on a maximum of two (2) hours of processing per query, 5,000 row limit per query and five (5) simultaneous queries per user.
- Client will receive 48 hours advance notice prior to a scheduled system outage.
- Use of an automated report submission device / tool is prohibited and will constitute a breach of the Agreement.

- Sharing of User IDs/Passwords is a breach of the MicroStrategy Licensing agreement. Client is responsible for all fines and/or penalties resulting from any such violation.

Delivery Media

Dynamic Claims - MSI will be delivered via the Internet.

The Executive Summary will be delivered via email to Boris Myerson at boris.myerson@emdserono.com

Delivery Schedule

Dynamic Claims - MSI data will be available to Client no later than thirty (30) days after the close of each calendar quarter.

Executive Summary reports will be delivered to Client no later than 40 days after the end of each calendar quarter.

Delivery Frequency

☐ Monthly   ☒ Quarterly

Claim Options

☐ Dynamic Claims: Final Claim Status

☒ Dynamic Claim Lifecycle: All transactions making up a claim

MicroStrategy Software Maintenance

Annual MicroStrategy license maintenance fees for five (5) licenses are included in pricing.

MicroStrategy Software Upgrades

Minor Upgrades:

1. Wolters Kluwer Health will implement minor software upgrades at Wolters Kluwer Health's discretion.
2. Wolters Kluwer Health will only notify Client of software upgrades if Client is impacted by the upgrade. Wolters Kluwer Health will provide a minimum of two weeks notification prior to the software upgrade implementation.
3. Wolters Kluwer Health will not notify Client of seamless software upgrades.

Major Upgrades:

1. Wolters Kluwer Health will implement major software upgrades at Wolters Kluwer Health's discretion
2. Wolters Kluwer Health will provide a minimum of four weeks notification of software upgrade implementation

3. Client is responsible for implementing upgrades to Client specific custom modifications to the impacted application
4. Client is responsible for any on site hardware to support the software upgrade
5. Client is responsible for its systems enhancements including internal software if required to support software upgrade
6. Client is responsible for any software incompatibility with their internal systems and programs
7. If Client upgrades or changes any internal programs or systems that interact with Wolters Kluwer Health applications during the term of the Agreement, Client will be responsible for all required changes to make programs compatible.

ADDENDUM B

SOURCE PHARMACEUTICAL AUDIT SUITE

A Wolters Kluwer Health Service
Specifications as of July 2007

SCOPE OF DATA AND SERVICES

Pharmaceutical Audit Suite is a suite of information products designed for the healthcare industry to view the most complete and timely source of pharmaceutical sales information across all therapeutic areas, geographies, classes of trade and manufacturers. The Audit Suite provides online access to Wolters Kluwer Health's Retail and Non-Retail databases for the purpose of viewing drug sales trends across markets and products, geographies, manufacturers and classes of trade. This product is syndicated and not subject to client specific products and markets. All clients get access to every market and product. Users are able to select from a list of pre-defined reports and set specific parameters within each query using Microstrategy DSS Web, point-and-click interface.

STANDARD DELIVERABLE (check appropriate boxes)

- Subscription to one (1) or more of the following available products; Prescription Monthly, Prescription Weekly, Institution Monthly, National Trends Prescription Monthly, National Trends Prescription Weekly, National Trends Institution Monthly or National Trends Integrated Monthly.
- Pre-defined Report Library and ability to create custom reports.
- Up to 59 months of history plus current month are available within the monthly products.
- Up to 53 weeks of history plus current week are available within the weekly products.

☒ Prescription Monthly
☒ Prescription Weekly
☒ Institution Monthly
☐ National Trends Prescription Monthly
☐ National Trends Prescription Weekly
☐ National Trends Institution Monthly
☒ National Trends Integrated Monthly

Delivery Frequency

Prescription Monthly	17 days after calendar month close
Prescription Weekly	10 days after cycle week close
Institution Monthly	25 days after calendar month close
National Trends Prescription Monthly	17 days after calendar month close
National Trends Prescription Weekly	10 days after cycle week close
National Trends Institution Monthly	25 days after calendar month close
National Trends Integrated Monthly	30 days after calendar month close

NOTE: All PHAST modules will migrate to a new platform effective January 1, 2008.

Usage

Client price based on:

- Five (5) User IDs and passwords, one (1) named user per ID, and a maximum of five (5) hours processing time per query, 32,000 row limit per query and five (5) simultaneous queries running per user.
- All telecommunications charges are the responsibility of Client.
- Initial PHAST system training (up to four (4) hours)
- One PHAST User Manual per licensed user
- Additional users can be added at a charge of $2,500 per year per one (1) user
- Client will have access to the products 6 days a week (6 x 18), Monday through Saturday, 6AM-12AM ET (excluding Wolters Kluwer Health holidays).
- Client will receive 48 hours advance notice prior to a scheduled system outage.
- Use of an automated report submission device / tool is prohibited and will constitute a breach
- Sharing of User IDs/Passwords is a breach of the MicroStrategy Licensing agreement. Client is responsible for all fines and/or penalties resulting from any such violation.

MicroStrategy Software Maintenance

Annual MicroStrategy license maintenance fees for five licenses are included in pricing.

MicroStrategy Software Upgrades

Minor Upgrades:

4. Wolters Kluwer Health will implement minor software upgrades at Wolters Kluwer Health's discretion.
5. Wolters Kluwer Health will only notify Client of software upgrades if Client is impacted by the upgrade. Wolters Kluwer Health will provide a minimum of two weeks notification prior to the software upgrade implementation.
6. Wolters Kluwer Health will not notify Client of seamless software upgrades.

Major Upgrades:

8. Wolters Kluwer Health will implement major software upgrades at Wolters Kluwer Health's discretion.
9. Wolters Kluwer Health will provide a minimum of four weeks notification of software upgrade implementation.
10. Client is responsible for their systems enhancements including internal software if required to support software upgrade.
11. Client is responsible for any software incompatibility with their internal systems and programs.
12. If Client upgrades or changes any internal programs or systems that interact with Wolters Kluwer Health applications during the term of the Agreement, Client will be responsible for all required changes to make programs compatible.

Wolters Kluwer
Health

THIRD PARTY DATA USE AGREEMENT

This Third Party Data Use Agreement ("Agreement") is effective on the   day of   , 2006, by and among Source Healthcare Analytics, Inc., a Delaware corporation with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("WOLTERS KLUWER HEALTH"),   , with its principal place of business at   ("CLIENT"), and   with its principal place of business at   ("CONTRACTOR").

Scope of this Agreement. WOLTERS KLUWER HEALTH licenses certain data to CLIENT pursuant to an agreement which, among other things, prohibits the disclosure of such data to third parties without WOLTERS KLUWER HEALTH's prior written permission. CLIENT has requested WOLTERS KLUWER HEALTH's permission to disclose such data to CONTRACTOR for the purpose described below. By the signature below of an authorized officer of WOLTERS KLUWER HEALTH, this Agreement constitutes WOLTERS KLUWER HEALTH's prior written permission to CLIENT to disclose such data to CONTRACTOR subject to the terms and conditions contained in this Agreement.

DATA
As used in this Agreement, "Data" refers to the following data provided pursuant to the License Agreement:
As used in this Agreement, "License Agreement" refers to that certain agreement entitled: Dated:
Contractor may only use the data for the following purpose:

DESCRIPTION OF CONTRACTOR'S COMPUTER WHERE DATA WILL RESIDE	
Computer make, model and serial no:	
Address:	
City, State, Zip Code:	

WOLTERS KLUWER HEALTH, CLIENT and CONTRACTOR acknowledge their receipt and acceptance of the terms and conditions of this Agreement by the signature below of their respective authorized representatives.

CONTRACTOR: **CLIENT:**

By: _____   By: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

SOURCE HEALTHCARE ANALYTICS, INC:

By: _____

Printed Name: _____

Title: _____

Date: _____

THIRD PARTY DATA USE AGREEMENT
Terms and Conditions

1. *CONTRACTOR'S Use of Data*. Under no circumstances shall CONTRACTOR use any of the Data, or any information derived therefrom, for CONTRACTOR'S own direct benefit or for the direct benefit of any other person or entity other than CLIENT. WOLTERS KLUWER HEALTH shall have no obligation to support CONTRACTOR'S use of the Data. If upon the request of CONTRACTOR, WOLTERS KLUWER HEALTH in its sole discretion elects to support CONTRACTOR'S use of the Data, WOLTERS KLUWER HEALTH may charge its then standard rates for such support.

2. *Confidentiality*. CONTRACTOR shall not, at any time during the term of this Agreement or thereafter, communicate, disclose or provide to any party other than WOLTERS KLUWER HEALTH or CLIENT, any of the Data. CONTRACTOR shall use its best efforts to ensure any employee of CONTRACTOR receiving any Data, is apprised of and appreciates the confidential and proprietary nature of the Data, and require each such employee to refrain from disclosing or discussing the Data with anyone other than the employees of CONTRACTOR, CLIENT or WOLTERS KLUWER HEALTH. CONTRACTOR'S employees shall only receive those portions of the Data necessary to fulfill its obligations to CLIENT as described herein. All copies of any of the Data, including any data derived therefrom, shall include WOLTERS KLUWER HEALTH's confidentiality notice and any other copyright notice or other proprietary notice, if any, appearing on the copy of the Data provided by WOLTERS KLUWER HEALTH. In addition, any documents or materials prepared by CONTRACTOR or CONTRACTOR'S employees, agents or representatives which contain information derived from any of the data, shall be conspicuously marked with confidential and/or proprietary notices substantially similar to those notices contained in the original source documents received from WOLTERS KLUWER HEALTH. CONTRACTOR acknowledges and agrees that any Data will only be used internally within the confines of CONTRACTOR'S or CLIENT'S organization. No part of the Data shall be (a) published by CONTRACTOR, (b) quoted, made or reproduced by CONTRACTOR for advertising, promotional or public relations purposes, (c) reproduced or placed in any data retrieval systems by CONTRACTOR, except as expressly provided herein; or (d) used in any legal proceedings, except where the production of any such Data or information is compelled under process or request by a court or administrative agency of competent jurisdiction, in which event CONTRACTOR shall promptly give notice of such process, adhere to WOLTERS KLUWER HEALTH's policies governing the use of WOLTERS KLUWER HEALTH data in litigation, and cooperate with WOLTERS KLUWER HEALTH in obtaining a protective order or other mechanism for the protection of any such Data.

3. *Terms and Termination*. The initial term of this Agreement shall begin on the effective date of this Agreement and end at the earlier of (a) the termination of the License Agreement, or (b) the termination of CONTRACTOR'S services to CLIENT relating to the use of the Data, or (c) thirty (30) days after written notice by a party to this Agreement is provided to the other two parties indicating such terminating party's intention to terminate this Agreement. Prior to termination, CONTRACTOR shall destroy or return to CLIENT all Data in CONTRACTOR'S control or possession, and an officer of CONTRACTOR shall certify in writing to WOLTERS KLUWER HEALTH, with a copy to CLIENT, that CONTRACTOR has destroyed or returned to CLIENT all Data in its possession or control.

4. *Limitation of Liability*. CONTRACTOR acknowledges and agrees that WOLTERS KLUWER HEALTH shall have no liability to CONTRACTOR under this Agreement, including but not limited to, any liability arising from the inaccuracy or incompleteness of the Data. In no event shall WOLTERS KLUWER HEALTH be liable for any incidental or consequential damages, including but not limited to, lost business, lost profits or third party claims, whether foreseeable or not, even if WOLTERS KLUWER HEALTH has been advised of the possibility of such damages. The parties acknowledge and agree that a breach by CONTRACTOR of the provisions of Paragraph 2 above will cause WOLTERS KLUWER HEALTH and/or its respective affiliates irreparable injury and damage which may not be compensable by money damages, and, therefore, CONTRACTOR agrees that WOLTERS KLUWER HEALTH or their respective affiliates shall be entitled to injunctive or other relief to prevent such a breach and to secure enforcement of Paragraph 2 in addition to any other remedies which may be available. Without limiting the availability to WOLTERS KLUWER HEALTH of any other rights or remedies, if CONTRACTOR breaches any of the terms of Paragraph 2 above, WOLTERS KLUWER HEALTH reserve the right to immediately terminate this Agreement upon notice to CLIENT. ANY DATA PROVIDED TO CONTRACTOR IN CONNECTION WITH THIS AGREEMENT IS PROVIDED TO CONTRACTOR "AS-IS" AND WOLTERS KLUWER HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CONTRACTOR IN CONNECTION WITH THE DATA, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. *Inspection Rights*. WOLTERS KLUWER HEALTH may upon reasonable notice to CONTRACTOR send a representative to CONTRACTOR'S place of business to verify compliance with this Agreement. Such verification shall be performed during the normal business hours of CONTRACTOR.

6. *Indemnification*. CLIENT agrees to indemnify WOLTERS KLUWER HEALTH and hold WOLTERS KLUWER HEALTH harmless for any and all claims, damages, costs, demands, or other liabilities ("Claims") arising from or relating to any breach of this Agreement by CONTRACTOR, including reasonable attorney's fees. WOLTERS KLUWER HEALTH shall promptly notify CLIENT of each such Claim at the time each Claim becomes known to WOLTERS KLUWER HEALTH.

7. *Notices*. All notices, demands or other communications required hereunder shall be given or made in writing and shall be delivered personally or sent prepaid (i) by certified or registered first class mail with return receipt requested or (ii) by a nationally-recognized common carrier's overnight courier service, addressed to the receiving party at the address first written above or such other address as the receiving party may advise in writing to use hereunder.

8. *Miscellaneous*. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral. No modifications, amendments or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and duly executed by authorized representatives of CONTRACTOR, CLIENT and WOLTERS KLUWER HEALTH. Neither CONTRACTOR nor CLIENT may assign, transfer or sublicense any portion of this Agreement or the Data provided hereunder without the express written consent of WOLTERS KLUWER HEALTH. Any attempt to assign, transfer or sublicense by CONTRACTOR or CLIENT shall be void. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. The headings of the paragraphs hereof are used for convenience only and shall not affect the meaning or interpretation of the content thereof. This Agreement and the relationship of the parties in connection with the subject matter of this Agreement shall be governed by and determined in accordance with the laws of the State of Arizona. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other parties of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof), or the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by any judgment of a tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent. However, if the original intent of the parties cannot be preserved, this Agreement shall terminate upon the effective date of such judgment.

FIRST AMENDMENT TO
SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "Amendment") is made and entered into as of May 1, 2008 by and between **SOURCE HEALTHCARE ANALYTICS, INC.,** with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("Wolters Kluwer Health"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client").

RECITALS

WHEREAS, Client and Wolters Kluwer Health entered into that certain Services Agreement dated January 1, 2008, (the "Agreement"); and

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

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

1. <u>Additional Services</u>. At Client's request, Wolters Kluwer Health will add an additional one (1) Dynamic Claims Lifecycle User ID effective as of April 2008 data month and continuing through December 2009 data month.

2. <u>Fees</u>. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256

[1] Client's PHAST subscription begins on January 1, 2008

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3. **Ratification.** The Agreement, as expressly modified by this Amendment, is hereby ratified and confirmed by Wolters Kluwer Health and Client. Except as amended by this Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC	SOURCE HEALTHCARE ANALYTICS, INC.
By:	By: _Michelle Woker_
Name: _Boris Meyerson_	Name: _Michelle Woker_
Title: _VP, Bus Operation_	Title: Senior Vice President, Operations & Data Strategy
Date: _6/17/08_	Date: _June 25, 2008_

SECOND AMENDMENT TO
SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made and entered into as of June 24, 2008 by and between **SOURCE HEALTHCARE ANALYTICS, INC.**, with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("Wolters Kluwer Health"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client").

RECITALS

WHEREAS, Client and Wolters Kluwer Health entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First Amendment dated May 1, 2008 (the "Agreement"); and

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

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

1. <u>Additional Services</u>. At Client's request, Wolters Kluwer Health will add an additional one (1) Dynamic Claims Lifecycle User ID effective as of June 2008 data month and continuing through December 2009 data month.

2. <u>Fees</u>. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756

[1] Client's PHAST subscription begins on January 1, 2008

3. Ratification. The Agreement, as expressly modified by this Second Amendment, is hereby ratified and confirmed by Wolters Kluwer Health and Client. Except as amended by this Second Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: Boris Meyerson

Title: Vice President, Business Operations

Date: July 1, 2008

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: Carol Livingston

Title: Vice President, Customer Operations

Date: 7-2/-08
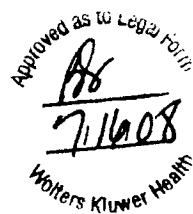
Approved as to Legal Form

7/16/08

Wolters Kluwer Health

THIRD AMENDMENT TO
SERVICES AGREEMENT

THIS THIRD AMENDMENT TO SERVICES AGREEMENT (this "Third Amendment") is made and entered into as of July 8, 2008 by and between **SOURCE HEALTHCARE ANALYTICS, INC.**, with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("Wolters Kluwer Health"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client").

RECITALS

WHEREAS, Client and Wolters Kluwer Health entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First Amendment dated May 1, 2008, Second Amendment dated June 24, 2008 (the "Agreement"); and

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

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

1. <u>Additional Services</u>. At Client's request, Wolters Kluwer Health will add an additional one (1) DCL User ID effective as of third quarter 2008 data period and continuing through December 2009 data month.

2. <u>Fees</u>. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256

[1] Client's PHAST subscription begins on January 1, 2008

3. <u>Ratification</u>. The Agreement, as expressly modified by this Third Amendment, is hereby ratified and confirmed by Wolters Kluwer Health and Client. Except as amended by this Third Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____
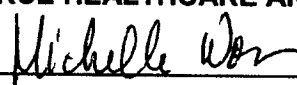
Name: Boris Meyerson

Title: VP, Business Operations

Date: 10/13/08

SOURCE HEALTHCARE ANALYTICS, INC.

By: Michelle Woker

Name: Michelle Woker

Title: Senior Vice President, Operations & Data Strategy

Date: October 27, 2008
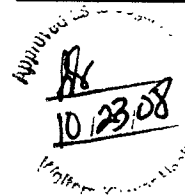
FOURTH AMENDMENT TO
SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO SERVICES AGREEMENT (this "Fourth Amendment") is made and entered into as of August 14, 2008 by and between **SOURCE HEALTHCARE ANALYTICS, INC.**, with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("Wolters Kluwer Health"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client").

RECITALS

WHEREAS, Client and Wolters Kluwer Health entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First Amendment dated May 1, 2008, Second Amendment dated June 24, 2008, the Third Amendment dated July 8, 2008 (collectively, the "Agreement"); and

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

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

1. <u>Additional Services</u>. Effective as of November 2008 data month, at Client's request, Wolters Kluwer Health will:

   (a) upgrade and deliver Client's Dynamic Claims (DCA) deliverables monthly instead of quarterly and extend the contract through December 2010 data month. Wolters Kluwer Health will continue to deliver Client's DCA executive summary deliverables quarterly. Accordingly, Dynamic Claims – MSI (Addendum A), Delivery Frequency section is hereby amended as follows:

   Delivery Frequency

   ☒ Monthly   ☐ Quarterly   ☐ Other

   (b) add a Shared Reports folder to CLIENT's PHAST deliverable.

2. <u>Fees</u>. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months	Jan 10 – Dec 10 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483	N/A
PHAST: [1] - Rx Monthly - Rx Weekly	N/A	$213,594	$224,273	N/A

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months	Jan 10 – Dec 10 Data Months
- Institution Monthly - National Trends Integrated Monthly				
TOTAL FEE	$25,353	$315,006	$330,756	N/A
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500	N/A
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256	N/A
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500	N/A
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756	N/A
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500	N/A
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256	N/A
Addition of Client Shared Reports Folder to PHAST	N/A	$2,500	N/A	N/A
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	N/A	N/A	N/A	$106,483
TOTAL FEES AS OF 4th AMENDMENT	$25,353	$327,506	$338,256	$106,483

[1] Client's PHAST subscription begins on January 1, 2008

3. <u>Ratification</u>. The Agreement, as expressly modified by this Fourth Amendment, is hereby ratified and confirmed by Wolters Kluwer Health and Client. Except as amended by this Fourth Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: Boris Meyerson

Title: Vice President, Business Operations

Date: December 3, 2008

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: _____ Michelle Woker _____

Title: _____ Senior Vice President, Operations & Data Strategy _____

Date: _____ December 15 2008 _____

FIFTH AMENDMENT TO
SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO SERVICES AGREEMENT (this "Fifth Amendment") is made and entered into as of September 18, 2009 by and between **SOURCE HEALTHCARE ANALYTICS, INC.,** with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("SHA"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client").

RECITALS

WHEREAS, Client and SHA entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First through Fourth Amendments (collectively, the "Agreement"); and

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

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

1. All references in the Agreement to "Wolters Kluwer Health" or "WKH" are hereby replaced with "Source Healthcare Analytics" or "SHA," respectively.

2. Additional Services. At Client's request:

    A. SHA will provide weekly Prescriber Payer (data warehouse) beginning with data week ending January 8, 2010 (delivery on January 22, 2010) through data week ending December 28, 2012 (delivery on January 11, 2013), as further described in **Addendum D**, attached hereto and incorporated herein.

    B. SHA will continue providing Monthly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary Reports along with three (3) additional User IDs January 2011 data month through December 2012 data month, as further described in **Addendum E**, attached hereto and incorporated herein.

    C. SHA will continue providing Source PHAST services January 2010 data month through December 2012 data month, as further described in **Addendum F**, attached hereto and incorporated herein.

    D. As described more fully in footnote 2 herein, Client shall have the option to purchase the Respiratory market for an additional fixed dollar amount per year upon forty-five (45) days prior written notice to SHA.

3. Section 1 of the Agreement is hereby amended by adding the following as new subsections 1.2(a) through (d):

1.2 Data License and Use.

(a) SHA may provide Client with access to certain data products that are compiled, created, or generated using SHA's proprietary databases, or data that is licensed to SHA directly, or to Client where SHA acts in the capacity of a data agent (such data products, together with all related deliverables and in whatever media provided, and including any SHA data comprising, included, or reflected therein or derived there from, collectively, the "Licensed Data"). To the extent that any Licensed Data is incorporated into any Services provided to Client, SHA grants Client a personal, nontransferable, nonexclusive, limited license to use such Licensed Data provided hereunder. The Licensed Data shall be delivered to Client in de-identified format in compliance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and shall be subject to the Permitted Use and Prohibited Uses contained herein.

(b) **Permitted Use.** Except as otherwise permitted under this Agreement, Client agrees to use any Licensed Data for internal business use only ("Permitted Use").

(c) **Prohibited Uses.** Except for the Permitted Use(s) set forth in **Section 1.2(b)** herein, the Licensed Data may not be used for any other purpose including, by way of illustration and not limitation, (i) to identify an individual or an individual's relatives or household members, or a pharmacy or hospital provider; (ii) by and for the account and benefit of any person, subsidiary, company, or entity other than Client, whether or not any of the foregoing may be affiliated with Client, or (iii) for any unlawful purpose. Client will not permit any Licensed Data, in whole or in part, or a copy thereof to pass into the possession of any other person, subsidiary, affiliate, contractor, agent, partner, company or other entity; provided however, Client may disclose Licensed Data to agents or contractors in accordance with **Section 4.3** of the Agreement. The Licensed Data shall be delivered to Client in de-identified format, and will not include names, addresses, or any other information that identifies an individual or an individual's relatives or household members, or a pharmacy or hospital provider. Client agrees that it shall not attempt, nor shall it permit its customers, end-users or any third party acting on its own behalf or on behalf of Client to attempt, directly or indirectly, to re-identify the Licensed Data. Client shall not, nor shall it permit its customers, end-users or any third parties to use or attempt to use the Licensed Data alone, or in conjunction with any other data, to identify an individual or an individual's relatives or household members, or a pharmacy or hospital provider. Even when the Licensed Data is used by Client for the Permitted Use(s) set forth in the Agreement, Client shall ensure that the Licensed Data is not used in any way to exhibit, reference, access or generate individual or individual pharmacy or hospital provider level data, and that all records contained in the Licensed Data will be aggregated when used and/or referenced in internal reports and studies. Client represents and warrants that it does not have access to, and will not obtain access to, any information that could be used to link, on an individual basis, to the Licensed Data; and (b) it maintains, and will continue to maintain, appropriate access controls to physically, technically, and administratively separate any such information from the Licensed Data, and from any products produced using all or any part of the Licensed Data.

(d) **Compliance.** Client shall monitor the Licensed Data continuously and shall promptly notify SHA immediately in the event that any patient, pharmacy or hospital

provider identifiable data is received by Client. SHA shall have the right to monitor and periodically audit the Licensed Data at any time for compliance with the requirements herein. SHA may suspend delivery of the Licensed Data immediately upon notice from Client, or in the event that SHA has reason to believe, that identifiable data would be or is included in the Licensed Data. Client shall promptly return any Licensed Data containing identifiable data, and destroy any copies thereof, and any Client products containing such Licensed Data whether or not held by a third party as allowed under the Permitted Use(s).

4.   Fees. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256
Addition of Graceway Shared Reports Folder to PHAST	N/A	$2,500	N/A
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	N/A	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$25,353	$327,506	$338,256

[1] Client's PHAST subscription begins on January 1, 2008

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	$106,483	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$106,483	N/A	N/A
Addition of Weekly Prescriber Payer (data warehouse) Derm Market [2]	$600,000	$630,000	$661,500
Extension of Dynamic Claims Lifecycle MSI (DCL) with Executive Summary Reports through December 2012 data month	N/A	$111,807	$117,398
Addition of three DCL User IDs January 2010 through December 2012 data month	$7,500	$7,500	$7,500
Extension of Phast Services through December 2012 data month	$235,486	$247,260	$259,624
TOTAL FEES AS OF 5th AMENDMENT	$949,469	$996,567	$1,046,022

[2] At Client's option, Client can add weekly Prescriber Payer data for the Respiratory market for Client's data warehouse through data week ending December 28, 2012 (delivery on January 11, 2013) for the additional fees: January – December 2010, $2,885 per week beginning with the data week in which Client adds the data; January – December 2011, $157,500; January – December 2012, $165,375.

5.   Term. The first sentence in Section 3.1 of the Agreement is hereby amended by deleting "December 31, 2010 ("Initial Term")" and replacing it with "December 31, 2012 ("Term").

6.   Ratification. The Agreement, as expressly modified by this Fifth Amendment, is hereby ratified and confirmed by SHA and Client. Except as amended by this Fifth Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: _DAVID FALNESS_____

Title: _SR VP SALES & MKTG_____

Date: _NOV 10, 2009_____

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: _Carol Livingston_____

Title: _Vice President
        Customer Operations_____

Date: _11-30-09_____

Approved
11-25-09
Legal Dep'

ADDENDUM D

SOURCE PRESCRIBER PAYER WEEKLY

Specifications as of September 2009

SCOPE OF DATA AND SERVICES

Source Prescriber Payer Weekly is a projected product providing weekly retail dispensed prescription sales activity for individual prescribers segmented by cash, Medicaid and retail managed drug benefit programs of individual HMOs, PPOs, and other managed care organizations. Prescriptions are linked to the originating prescriber and to the payer. Source Prescriber Payer Weekly also includes prescription activity for targeted products, both newly launched and mature products. Mail Order prescriptions can be integrated for an additional fee to provide a more complete picture of product performance.

Prescriber level data will be removed or aggregated to adhere to applicable legal and/or regulatory requirements.

Client Product Parameters

Number of Sales Forces   1
Number of Markets   2

Delivery Frequency: ☒ Weekly

Total number of deliveries: 156

Market Definition

Market definitions will be determined by the Client and be applied to Client's specifications. A Therapeutic Class or Market may be defined by Client as a level 3, 4 or 5, USC, the accepted industry standard grouping of pharmaceutical products with similar therapeutic effects, or Client may define a custom grouping of pharmaceutical products including the client's product(s) and other products that are considered by Client to be competitive in the pharmaceutical marketplace.

Markets

Market Name	BB USC Class(es)
Dermatology	30220; 30990; 37100; 37110; 37120; 37220; 37340; 37800 & 52230
Respiratory	28111; 28112; 28113; 28114 & 28118

Change Management

Client may make changes to the market definition as follows:

1. <u>Minor Market Change</u>. Client may make a Minor Market Change on a monthly/quarterly basis depending on delivery frequency. A Minor Market Change must be received from Client in writing no later than the last day of the prior data month within which the change is requested.

2. <u>Major Market Change</u>. Client may make a Major Market Change on a monthly/quarterly basis depending on delivery frequency. A Major Market Change must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested. For example, a Major Market Change would be the addition of a market. This change and final client requirements must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested.

The guide below provides examples of, but not exclusive or limited to, what a Minor Market Change or a Major Market Change may be:

Major Market Change	Minor Market Change
Adding a new market	Add a Product*
Re-sequencing products	Delete a product
Changing all product codes	Break out a product by form/strength

A decision as to what is or is not considered a Minor Market Change or a Major Market Change is within the sole discretion of SHA. No product additions or deletions will be applied to Client's files without prior written consent of Client, however SHA updates for existing products will automatically be applied to such existing products unless Client specifically requests SHA not to do so in writing.

*Client will be charged a market re-establishment fee of $10,000 for any major market revision that results in multiple product additions.

Client Files

Client will provide via FTP or e-mail, the zip code definitions of Client's organization levels (territories, districts, regions, etc.) and, if desired, physician call universe so that Client may be provided with the agreed upon data aligned according to Client's sales force organization according to the following schedule:

- New/realigning territory set-up files must be received 15 days prior to the end of the reporting dispense week
- New/updated physician call files must be received 15 days prior to the end of the reporting dispense week.

Client files that are received after the scheduled receipt date will be subject to late processing fees. Client may apply new files up to 4 times within the contract year.

If Client is receiving accelerated delivery, the Client files must be received no later than the 15th of the data month. If client files are received past the due date, at SHA discretion, a late fee will be assessed and/or delivery dates will be revisited.

Delivery Media

All Source Prescriber Payer Weekly data will be delivered to Client by file transfer protocol (FTP). One FTP site location will be included for all sales forces delivered to the SHA server. If any format changes are required an additional $5,000 fee will be charged to Client.

Delivery Schedule

Source Prescriber Payer Weekly will be delivered to Client no later than fourteen (14) days after the close of the data week. All scheduled deliveries will be made by 11:59 pm Pacific Time (PT).

Data Use

Client will ensure that all paper and electronic reports routinely delivered to Client's field sales organization that utilize SHA prescription data shall reference SHA as a data supplier, and "Source® Prescriber Payer Weekly as the product name.

CLIENT DELIVERABLE SPECIFICATIONS

There are two deliverable options available for Source Prescriber Payer Weekly:

☒ **Option 1:** Two deliverables for the first data week of the month

- **Deliverable 1:** One week at a time
- **Deliverable 2:** Multiple week deliverable

Time Periods: up to 106 weeks of data available.

- ☐ 1 week
- ☐ 26 weeks
- ☒ 52 weeks
- ☐ 106 weeks
- ☐ Other. Please identify: _____

☐ **Option 2:** One deliverable of a fixed number of weeks (from 1 week to 106 total weeks)

Time Periods: up to 106 weeks of data available.

- ☐ 1 week
- ☐ 26 weeks
- ☐ 52 weeks
- ☐ 106 weeks
- ☐ Other. Please identify: _____

Data Values (for Activity) (choose one or more, as appropriate):

Prescription Data Reporting Values, Types and Levels:

☒ Counts	☒ Quantity	☒ Actual Acquisition Cost
☒ New Prescription Volume	☒ Total Prescription Volume	

Mail Order

☒ Integrated (Both New Source Retail and Source MailMax Mail Order

☐ MailMax Mail Order Data Only

Data Agents:

Separate sublicensing agreements and fees required with each applicable data agent per client-defined specifications. If Client is only purchasing a limited record license of data agent records then the maximum record level must be indicated for each applicable data agent. The purpose of a limited record

level is to limit presentation of prescriptions by the Registration ID subject to Client's data agent sublicensing agreements as well as Client's defined specifications. It applies to each unique deliverable. If the record count should increase, Client is responsible for the additional licensing fees mandated by the data agent(s). SHA will evaluate the record level at least one time per year to adjust fees accordingly.

Data Agent	Limited Record Level
☐ American Academy of Physician Assistants (AAPA)	
☐ American College of Nurse Midwives (ACNM)	
☐ American Academy of Physician Assistants (AAPA)	
☐ American College of Nurse Midwives (ACNM)	
☐ American Dental Association (ADA)	
☐ American College of Nurse Midwives (ACNM)	
☒ American Medical Association (AMA)	Unlimited
☐ American Optometric Association (AOPA)	
☒ American Osteopathic Association (AOA)	Not applicable – full contract only
☐ American Podiatric Medical Association (APMA)	
☒ Drug Enforcement Agency (DEA)	Not applicable – full contract only
☐ Nurse Practitioners (KWRN)	

Address Sources:

☐ Client Call File   ☐ Source Practitioner Address Consensus (contracted only)

☒ DEA   ☒ Data Agent

Territory File: ☐ Yes   ☒ No

ADDITIONAL FEES

(Product customizations for Source Prescriber Payer Weekly)

☒	Custom Services (described below)	Time and Material
☐	Additional Sales Force Alignment	Subject to prevailing prices
☐	Additional Market	Data Value of new Market and time and materials billing to support customized deliverables
☐	Additional view of an existing market	$10,000 per additional view
☐	Standard Factoring (New File) • Client-supplied "Factors" for counts, quantity or acquisition cost • Client-supplied acquisition cost	$10,000 per market for each occurrence
☐	Additional Specialty Groupings Over Standard 20. Maximum of 99 Specialty Groupings	1-20 Specialty Groupings No Charge 21-50 Specialty Groupings $2,000 51-99 Specialty Groupings $5,000 Over 99 specialty groupings – Custom request sizing
☐	Alignment Updates	$ 2,000 / alignment file updates beyond 4 per year $1,000 / alignment file reprocessing within same cycle
☐	Support and maintenance of Client files.	Time and Materials with Contractual Waiver
☐	Summarization above reporting level on data tape	Time and Material
☐	Parallel Processing for sales forces (to support AS IS/AS WAS) business decisions and changes	Subject to prevailing prices
☐	Integration of Client Supplied Data – Third party agreement required if integrating data that is not directly owned by the Client.	Time and Material with contractual waiver regarding validity of supplied data.
☐	Additional physician prescribing indicator(s)	$5,000 each
☐	Source Practitioner Address Consensus Option	No charge, and only available for Source Practitioner Address Consensus Clients.
☐	Extended data weeks	Time and Material
☐	Additional FTP sites	$5,000 for each additional site
☐	Custom delivery media	Custom request sizing
☐	Additional CD-ROMs	Subject to prevailing prices
☐	Hard copy reports	Fee per print page and shipping cost
☐	Accelerated Delivery Schedule	☐ Thursday: (10% premium) ☐ Wednesday (15% premium)

DESCRIPTION OF CUSTOM WORK

☒ Include Split week indicator (enabling the build to a month) ☒ Include full plan-level reporting at a prescriber level ☐ Report non-contracted data agents at zip code level ☐ Report Puerto Rico dispensed scripts ☐ Present months built from reported weeks
Monthly Reassignment File - The monthly prescriber Reassignment file will contain information about Prescriber Reg IDs that have been reassigned from one SHA unique prescriber identified Prc_REL GID to another

Weekly QC Report – The weekly QC file will provide weekly control totals
Weekly Product File - The weekly Product file will contain all NDC-11s for the markets identified
Addition of new markets or the addition of USCs to an existing market will require full 53 week refresh (current week plus 52 historical weeks) to be produced. NDC/product additions that do not fall within the previously defined USCs will need to be priced based on market value.
Addition of Prc_REL GID
Reporting at the NDC-11 level

ADDENDUM E

Dynamic Claims

Specifications as of February 2009

SCOPE OF DATA AND SERVICES

Product Characteristics

Source Dynamic Claims (Dynamic Claims) is a monthly product which reports approved, rejected, and reversed prescription claims for a client's standard USC or custom Therapeutic Classes (markets) of interest aggregated at the managed care plan level. Client can access plan level prescription claim information with an online software analysis tool. Analyses include Co-Pay analyses, Rejection analyses, Reversal analyses and Dispensed as Written analyses all of which may be further segmented by State and US Census geographic alignment, days of therapy groupings, patient gender and patient age groupings.

Dynamic Claims provides access to all transactions actually associated with a pharmacy claim, which further enables analysis of product substitution rates and differential co-payment associated with product substitution, as well as pharmacy incentive and reimbursement. Claims data for the current month is available for analyses approximately thirty (30) calendar days after the current calendar month close. Dynamic Claims data is available with up to twenty four data months (current month plus 23 months of data history).

Any "estimated payer amount" field provided by SHA in the Dynamic Claims data is not sufficiently accurate to represent the true payer price and accordingly, should only be used by Client directionally and not in any contract negotiations.

Client Product Parameters

Number of Markets   1

Market Definition

Market definitions will be determined by the Client and be applied to Client's specifications. A Therapeutic Class or Market may be defined by Client as a level 3, 4 or 5, USC, the accepted industry standard grouping of pharmaceutical products with similar therapeutic effects, or Client may define a custom grouping of pharmaceutical products including the client's product(s) and other products that are considered by Client to be competitive in the pharmaceutical marketplace. Up to 50 products can be reported in each market.

Markets

Market Name	Products
Custom Aldara Market	Adrucil; Albuterol; Albuterol Sulfate; Aldara, Alupent; Atopiclair, Benziq; Benziq LS; Brevoxyl-4; Brevoxyl-8; Carac, Condylox; Efudex; Elidel; Fluoroplex; Fluorouracil; Maxair; Maxair Autohaler; Metrogel; Metrogel-Vaginal; Mimyx; Proair HFA; Protopic; Proventil; Proventil HFA; Proventil Repetabs; Solaraze; Triaz; Triazolam; Vandazole; Ventolin; Ventolin HFA; Ventolin Rotacaps; Xopenex HFA; Zoderm

Change Management

Client may make changes to the market definition as follows:

1. <u>Minor Market Change</u>. Client may make a Minor Market Change on a monthly/quarterly basis depending on delivery frequency. A Minor Market Change must be received from Client in writing no later than the last day of the data month within which the change is requested.

2. <u>Major Market Change</u>. Client may make a Major Market Change on a monthly/quarterly basis depending on delivery frequency. A Major Market Change must be received from Client no later than the fifteenth (15th) of the data month within which the change is requested. For example, a Major Market Change would be the addition of a market. This change and final client requirements must be received from Client no later than the fifteenth (15th) of the data month within which the change is requested.

The guide below provides examples of, but not exclusive or limited to, what a Minor Market Change or a Major Market Change may be:

Major Market Change	Minor Market Change
Adding a new market	Add a Product*
Re-sequencing products	Delete a product
Changing all product codes	Break out a product by form/strength

A decision as to what is or is not considered a Minor Market Change or a Major Market Change is within the sole discretion of SHA. No product additions or deletions will be applied to Client's files without prior written consent of Client, however SHA updates for existing products will automatically be applied to such existing products unless Client specifically requests SHA not to do so in writing.

*Client will be charged a market re-establishment fee of $10,000 for any major market revision that results in multiple product additions.

Deliverables

1. Subscription Dynamic Claims - online business intelligence reporting tool.
2. Pre-defined Report Library and ability to create custom reports.
3. Dynamic Claims User Manual.
4. Initial training (one 3 hour duration group session).
5. Eight (8) named User ID's per contract.
6. The most current data month's claims data plus 23 months of data history will be available.

Usage

- Client price based on eight (8) User ID's per contract.
- Additional users can be added at a charge of $2,500 per one (1) user.

- All telecommunications charges are the responsibility of Client.
- Client will have access to the products 6 days a week, Monday through Saturday, 6AM-12AM EST (excluding SHA holidays)
- Client will receive 48 hours advance notice prior to a scheduled system outage.
- Client price based on a maximum of five (5) hours of processing per query, 64,000 row limit per query and five (5) simultaneous queries per user. Additionally, there is an export cell limitation of 480,000 cells.
- Use of an automated report submission device / tool is prohibited and will constitute a breach of the Agreement.
- Sharing of User IDs/Passwords is a material breach of the end user sublicense requirements stipulated under SHA's license agreement with its vendors. Client is responsible for all additional license fees that may be assessed by SHA or its vendors in connection with such breach.

Delivery Media
Dynamic Claims is delivered via an online platform.

Delivery Schedule

Dynamic Claims will be available to Client no later than thirty (30) days after the close of each data month.

Software Maintenance
Annual license maintenance fees for eight (8) licenses per contract are included in pricing.

Software Upgrades
Minor Upgrades:

1. SHA will implement minor software upgrades at SHA's discretion.
2. SHA will only notify Client of software upgrades if Client is impacted by the upgrade. SHA will provide a minimum of two weeks notification prior to the software upgrade implementation.
3. SHA will not notify Client of seamless software upgrades.

Major Upgrades:

1. SHA will implement major software upgrades at SHA's discretion
2. SHA will provide a minimum of four weeks notification of software upgrade implementation
3. Client is responsible for implementing upgrades to Client specific custom modifications to the impacted application
4. Client is responsible for any on site hardware to support the software upgrade
5. Client is responsible for its systems enhancements including internal software if required to support software upgrade
6. Client is responsible for any software incompatibility with their internal systems and programs
7. If Client upgrades or changes any internal programs or systems that interact with SHA applications during the term of the Agreement, Client will be responsible for all required changes to make programs compatible.

ADDENDUM F

SOURCE PHARMACEUTICAL AUDIT SUITE

Specifications as of April 2009

SCOPE OF DATA AND SERVICES

Source Pharmaceutical Audit Suite (PHAST) is a suite of information products designed to display pharmaceutical sales information across all therapeutic areas, geographies, classes of trade and manufacturers. PHAST provides online access to SHA's Retail and Non-Retail databases for the purpose of viewing drug sales trends across markets and products, geographies, manufacturers and classes of trade. This product is syndicated and not subject to client specific products and markets. All clients receive access to every market and product. Users are able to select from a list of pre-defined reports and set specific parameters for queries.

Deliverables
- Subscription to one or more of the following available products; Prescription Monthly, Prescription Weekly, Institution Monthly, National Trends Prescription Monthly, National Trends Prescription Weekly, National Trends Institution Monthly or National Trends Integrated Monthly.
- Pre-defined Report Library and ability to create custom reports
- Initial PHAST system training (up to 4 hours)
- One PHAST User Manual per licensed user
- Up to 59 months of history plus current month are available within the monthly products
- Up to 105 weeks of history plus current week are available within the weekly products

Select subscription(s):

Monthly	Weekly
☒ Prescription Monthly	☒ Prescription Weekly
☒ Institution Monthly	☐ National Trends Prescription Weekly
☐ National Trends Prescription Monthly	
☐ National Trends Institution Monthly	
☒ National Trends Integrated Monthly	

Delivery Schedule

Prescription Monthly	17 days after calendar month close
Prescription Weekly	10 days after cycle week close
Institution Monthly	25 days after calendar month close
National Trends Prescription Monthly	17 days after calendar month close
National Trends Prescription Weekly	10 days after cycle week close
National Trends Institution Monthly	25 days after calendar month close
National Trends Integrated Monthly	30 days after calendar month close

All scheduled updates will be available by 5pm Pacific Time (PT).

Usage

- Standard subscription price based on five User IDs and passwords, one named user per ID, and a maximum of five hours processing time per query, 32,000 row limit per query and five simultaneous queries running per user.
- Client is responsible for all telecommunications charges
- Additional users can be added at a charge of $2,500 per year per one user
- Access is available from Monday through Saturday, 6AM-12AM EST (excluding SHA holidays)
- Client will receive 48 hours advance notice prior to a scheduled system outage.
- Use of an automated report submission device / tool is prohibited and will constitute a breach
- Sharing of User IDs/Passwords is a material breach of the end user sublicense requirements stipulated under SHA's license agreement with its vendors. Client is responsible for all additional license fees that may be assessed by SHA or its vendors in connection with such breach.

Software Maintenance

Annual license maintenance fees for five licenses are included in pricing.

Software Upgrades

Minor Upgrades:

1. SHA will implement minor software upgrades at SHA's discretion.
2. SHA will only notify Client of software upgrades if Client is impacted by the upgrade. SHA will provide a minimum of two weeks notification prior to the software upgrade implementation.
3. SHA will not notify Client of seamless software upgrades.

Major Upgrades:

1. SHA will implement major software upgrades at SHA's discretion
2. SHA will provide a minimum of four weeks notification of software upgrade implementation
3. Client is responsible for implementing upgrades to Client specific custom modifications to the impacted application
4. Client is responsible for any on site hardware to support the software upgrade
5. Client is responsible for its systems enhancements including internal software if required to support software upgrade
6. Client is responsible for any software incompatibility with their internal systems and programs
7. If Client upgrades or changes any internal programs or systems that interact with SHA applications during the term of the Agreement, Client will be responsible for all required changes to make programs compatible.

SIXTH AMENDMENT TO
SERVICES AGREEMENT

THIS SIXTH AMENDMENT TO SERVICES AGREEMENT (this "Sixth Amendment") is made and entered into as of December 14, 2009 by and between **SOURCE HEALTHCARE ANALYTICS, INC.,** with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("SHA"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client" or "Graceway").

RECITALS

WHEREAS, Client and SHA entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First through Fifth Amendments (collectively, the "Agreement"); and

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

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

1.   Additional Services. SHA will provide to Client the additional service of Hospital Outflow to weekly Prescriber Payer (data warehouse) beginning with data week ending January 8, 2010 (delivery on January 22, 2010) through data week ending December 28, 2012 (delivery on January 11, 2013), as further described in **Addendum A**, attached hereto and incorporated herein.

2.   Fees. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256
Addition of Graceway Shared Reports Folder to PHAST	N/A	$2,500	N/A
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	N/A	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$25,353	$327,506	$338,256

[1] Client's PHAST subscription begins on January 1, 2008

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	$106,483	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$106,483	N/A	N/A
Addition of Weekly Prescriber Payer (data warehouse) Derm Market [2]	$600,000	$630,000	$661,500
Extension of Dynamic Claims Lifecycle MSI (DCL) with Executive Summary Reports through December 2012 data month	N/A	$111,807	$117,398

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Addition of three DCL User IDs January 2010 through December 2012 data month	$7,500	$7,500	$7,500
Extension of Phast Services through December 2012 data month	$235,486	$247,260	$259,624
TOTAL FEES AS OF 5th AMENDMENT	$949,469	$996,567	$1,046,022
Addition of Hospital Outflow to Weekly Prescriber Payer (data warehouse) Derm Market [2]	$10,000	$10,000	$10,000
TOTAL FEES AS OF 6th AMENDMENT	$959,469	$1,006,567	$1,056,022

[2] At Client's option, Client can add weekly Prescriber Payer data for the Respiratory market for Client's data warehouse through data week ending December 28, 2012 (delivery on January 11, 2013) for the additional fees: January – December 2010, $3,077 per week beginning with the data week in which Client adds the data; January – December 2011, $167,500; January – December 2012, $175,375.

3. <u>Ratification</u>. The Agreement, as expressly modified by this Sixth Amendment, is hereby ratified and confirmed by SHA and Client. Except as amended by this Sixth Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: _Boris Meyerson_____

Title: _SVP, Business Operations_

Date: _12/23/09_____

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: _____Michelle Woker_____

Title: ____Senior Vice President____
____Operations & Data Strategy____

Date: _____1/22/10_____

Approved as to Legal Form
1/22/10

Legal Dept.

<u>ADDENDUM A</u>

SOURCE PRESCRIBER PAYER WEEKLY

Specifications as of September 2009

SCOPE OF DATA AND SERVICES

Source Prescriber Payer Weekly is a projected product providing weekly retail dispensed prescription sales activity for individual prescribers segmented by cash, Medicaid and retail managed drug benefit programs of individual HMOs, PPOs, and other managed care organizations. Prescriptions are linked to the originating prescriber and to the payer. Source Prescriber Payer Weekly also includes prescription activity for targeted products, both newly launched and mature products. Mail Order prescriptions can be integrated for an additional fee to provide a more complete picture of product performance.

Prescriber level data will be removed or aggregated to adhere to applicable legal and/or regulatory requirements.

Client Product Parameters

Number of Sales Forces	1
Number of Markets	2

Delivery Frequency: ☒ Weekly

Total number of deliveries: 156

Market Definition

Market definitions will be determined by the Client and be applied to Client's specifications. A Therapeutic Class or Market may be defined by Client as a level 3, 4 or 5, USC, the accepted industry standard grouping of pharmaceutical products with similar therapeutic effects, or Client may define a custom grouping of pharmaceutical products including the client's product(s) and other products that are considered by Client to be competitive in the pharmaceutical marketplace.

Markets

Market Name	BB USC Class(es)
Dermatology	30220; 30990; 37100; 37110; 37120; 37220; 37340; 37800 & 52230
Respiratory	28111; 28112; 28113; 28114 & 28118

Change Management

Client may make changes to the market definition as follows:

1. <u>Minor Market Change</u>. Client may make a Minor Market Change on a monthly/quarterly basis depending on delivery frequency. A Minor Market Change must be received from Client in writing no later than the last day of the prior data month within which the change is requested.

2. <u>Major Market Change</u>. Client may make a Major Market Change on a monthly/quarterly basis depending on delivery frequency. A Major Market Change must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested. For example, a Major Market Change would be the addition of a market. This change and final client requirements must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested.

The guide below provides examples of, but not exclusive or limited to, what a Minor Market Change or a Major Market Change may be:

Major Market Change	Minor Market Change
Adding a new market	Add a Product*
Re-sequencing products	Delete a product
Changing all product codes	Break out a product by form/strength

A decision as to what is or is not considered a Minor Market Change or a Major Market Change is within the sole discretion of SHA. No product additions or deletions will be applied to Client's files without prior written consent of Client, however SHA updates for existing products will automatically be applied to such existing products unless Client specifically requests SHA not to do so in writing.

*Client will be charged a market re-establishment fee of $10,000 for any major market revision that results in multiple product additions.

Client Files

Client will provide via FTP or e-mail, the zip code definitions of Client's organization levels (territories, districts, regions, etc.) and, if desired, physician call universe so that Client may be provided with the agreed upon data aligned according to Client's sales force organization according to the following schedule:

- New/realigning territory set-up files must be received 15 days prior to the end of the reporting dispense week
- New/updated physician call files must be received 15 days prior to the end of the reporting dispense week.

Client files that are received after the scheduled receipt date will be subject to late processing fees. Client may apply new files up to 4 times within the contract year.

If Client is receiving accelerated delivery, the Client files must be received no later than the 15th of the data month. If client files are received past the due date, at SHA discretion, a late fee will be assessed and/or delivery dates will be revisited.

Delivery Media

All Source Prescriber Payer Weekly data will be delivered to Client by file transfer protocol (FTP). One FTP site location will be included for all sales forces delivered to the SHA server. If any format changes are required an additional $5,000 fee will be charged to Client.

Delivery Schedule

Source Prescriber Payer Weekly will be delivered to Client no later than fourteen (14) days after the close of the data week. All scheduled deliveries will be made by 11:59 pm Pacific Time (PT).

Data Use

Client will ensure that all paper and electronic reports routinely delivered to Client's field sales organization that utilize SHA prescription data shall reference SHA as a data supplier, and "Source® Prescriber Payer Weekly as the product name.

CLIENT DELIVERABLE SPECIFICATIONS

There are two deliverable options available for Source Prescriber Payer Weekly:

☒ **Option 1:** Two deliverables for the first data week of the month

- **Deliverable 1:** One week at a time
- **Deliverable 2:** Multiple week deliverable

Time Periods: up to 106 weeks of data available.

☐ 1 week
☐ 26 weeks
☒ 52 weeks
☐ 106 weeks
☐ Other. Please identify: _____

☐ **Option 2:** One deliverable of a fixed number of weeks (from 1 week to 106 total weeks)

Time Periods: up to 106 weeks of data available.

☐ 1 week
☐ 26 weeks
☐ 52 weeks
☐ 106 weeks
☐ Other. Please identify: _____

Data Values (for Activity) (choose one or more, as appropriate):

Prescription Data Reporting Values, Types and Levels:

☒ Counts	☒ Quantity	☒ Actual Acquisition Cost
☒ New Prescription Volume	☒ Total Prescription Volume	

Mail Order

☒ Integrated (Both New Source Retail and Source MailMax Mail Order
☐ MailMax Mail Order Data Only

Data Agents:

Separate sublicensing agreements and fees required with each applicable data agent per client-defined specifications. If Client is only purchasing a limited record license of data agent records then the maximum record level must be indicated for each applicable data agent. The purpose of a limited record

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level is to limit presentation of prescriptions by the Registration ID subject to Client's data agent sublicensing agreements as well as Client's defined specifications. It applies to each unique deliverable. If the record count should increase, Client is responsible for the additional licensing fees mandated by the data agent(s). SHA will evaluate the record level at least one time per year to adjust fees accordingly.

Data Agent	Limited Record Level
☐ American Academy of Physician Assistants (AAPA)	
☐ American College of Nurse Midwives (ACNM)	
☐ American Dental Association (ADA)	
☒ American Medical Association (AMA)	Unlimited
☐ American Optometric Association (AOPA)	
☒ American Osteopathic Association (AOA)	Not applicable – full contract only
☐ American Podiatric Medical Association (APMA)	
☒ Drug Enforcement Agency (DEA)	Not applicable – full contract only
☐ Nurse Practitioners (KWRN)	

Address Sources:

☐ Client Call File   ☐ Source Practitioner Address Consensus (contracted only)

☒ DEA   ☒ Data Agent

Territory File: ☐ Yes   ☒ No

ADDITIONAL FEES

(Product customizations for Source Prescriber Payer Weekly)

☒	Custom Services (described below)	Time and Material
☐	Additional Sales Force Alignment	Subject to prevailing prices
☐	Additional Market	Data Value of new Market and time and materials billing to support customized deliverables
☐	Additional view of an existing market	$10,000 per additional view
☐	Standard Factoring (New File) • Client-supplied "Factors" for counts, quantity or acquisition cost • Client-supplied acquisition cost	$10,000 per market for each occurrence
☐	Additional Specialty Groupings Over Standard 20. Maximum of 99 Specialty Groupings	1-20 Specialty Groupings No Charge 21-50 Specialty Groupings $2,000 51-99 Specialty Groupings $5,000 Over 99 specialty groupings – Custom request sizing
☐	Alignment Updates	$ 2,000 / alignment file updates beyond 4 per year $1,000 / alignment file reprocessing within same cycle
☐	Support and maintenance of Client files.	Time and Materials with Contractual Waiver
☐	Summarization above reporting level on data tape	Time and Material
☐	Parallel Processing for sales forces (to support AS IS/AS WAS) business decisions and changes	Subject to prevailing prices
☐	Integration of Client Supplied Data – Third party agreement required if integrating data that is not directly owned by the Client.	Time and Material with contractual waiver regarding validity of supplied data.
☐	Additional physician prescribing indicator(s)	$5,000 each
☐	Source Practitioner Address Consensus Option	No charge, and only available for Source Practitioner Address Consensus Clients.
☐	Extended data weeks	Time and Material
☐	Additional FTP sites	$5,000 for each additional site
☐	Custom delivery media	Custom request sizing
☐	Additional CD-ROMs	Subject to prevailing prices
☐	Hard copy reports	Fee per print page and shipping cost
☐	Accelerated Delivery Schedule	☐ Thursday: (10% premium) ☐ Wednesday (15% premium)

DESCRIPTION OF CUSTOM WORK

☒ Include Split week indicator (enabling the build to a month) ☒ Include full plan-level reporting at a prescriber level ☒ Include Hospital Outflow (DEA-linked) scripts ☐ Report non-contracted data agents at zip code level ☐ Report Puerto Rico dispensed scripts ☐ Present months built from reported weeks
Monthly Reassignment File - The monthly prescriber Reassignment file will contain information about Prescriber Reg IDs that have been reassigned from one SHA unique prescriber identified Prc_REL GID to another

Weekly QC Report – The weekly QC file will provide weekly control totals
Weekly Product File - The weekly Product file will contain all NDC-11s for the markets identified
Addition of new markets or the addition of USCs to an existing market will require full 53 week refresh (current week plus 52 historical weeks) to be produced. NDC/product additions that do not fall within the previously defined USCs will need to be priced based on market value.
Addition of Prc_REL GID
Reporting at the NDC-11 level

SEVENTH AMENDMENT TO
SERVICES AGREEMENT

THIS SEVENTH AMENDMENT TO SERVICES AGREEMENT (this "Seventh Amendment") is made and entered into as of April 12, 2010 by and between **SOURCE HEALTHCARE ANALYTICS, INC.,** with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("SHA"), and **Graceway Pharmaceuticals, LLC,** having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client" or "Graceway").

RECITALS

WHEREAS, Client and SHA entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First through Sixth Amendments (collectively, the "Agreement"); and

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

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

1. Additional Services. SHA will provide to Client the additional service of including American Academy of Physician Assistants (AAPA) and Nurse Practitioners (KWRN) to weekly Prescriber Payer (data warehouse) beginning with data week ending April 23, 2010 (delivery on May 7, 2010) through data week ending December 28, 2012 (delivery on January 11, 2013), as further described in **Addendum A**, attached hereto and incorporated herein. Client acknowledges data agent license fees or royalties, or other similar costs may apply and are separate fees and billed separately.

2. Fees. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256
Addition of one DCL ID (June 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256
Addition of Graceway Shared Reports Folder to PHAST	N/A	$2,500	N/A
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	N/A	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$25,353	$327,506	$338,256

[1] Client's PHAST subscription begins on January 1, 2008

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	$106,483	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$106,483	N/A	N/A
Addition of Weekly Prescriber Payer (data warehouse) Derm Market [2]	$600,000	$630,000	$661,500
Extension of Dynamic Claims Lifecycle MSI (DCL) with Executive Summary Reports through December 2012 data month	N/A	$111,807	$117,398

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Addition of three DCL User IDs January 2010 through December 2012 data month	$7,500	$7,500	$7,500
Extension of Phast Services through December 2012 data month	$235,486	$247,260	$259,624
TOTAL FEES AS OF 5th AMENDMENT	$949,469	$996,567	$1,046,022
Addition of Hospital Outflow to Weekly Prescriber Payer (data warehouse) Derm Market [2]	$10,000	$10,000	$10,000
TOTAL FEES AS OF 6th AMENDMENT	$959,469	$1,006,567	$1,056,022
Addition of AAPA's and NP's to weekly Prescriber Payer (data warehouse)	N/A	N/A	N/A
TOTAL FEES AS OF 7th AMENDMENT	$959,469	$1,006,567	$1,056,022

[2] At Client's option, Client can add weekly Prescriber Payer data for the Respiratory market for Client's data warehouse through data week ending December 28, 2012 (delivery on January 11, 2013) for the additional fees: January – December 2010, $3,077 per week beginning with the data week in which Client adds the data; January – December 2011, $167,500; January – December 2012, $175,375.

3. Ratification. The Agreement, as expressly modified by this Seventh Amendment, is hereby ratified and confirmed by SHA and Client. Except as amended by this Seventh Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed by their duly authorized representatives.

GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: Doris Meyerson

Title: SVP, Business Operations

Date: _____

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: Michelle Woker

Title: Senior Vice President Operations & Data Strategy

Date: _____

Approved as to Legal Form

Legal Dept.

<u>ADDENDUM A</u>

SOURCE PRESCRIBER PAYER WEEKLY

Specifications as of September 2009

SCOPE OF DATA AND SERVICES

Source Prescriber Payer Weekly is a projected product providing weekly retail dispensed prescription sales activity for individual prescribers segmented by cash, Medicaid and retail managed drug benefit programs of individual HMOs, PPOs, and other managed care organizations. Prescriptions are linked to the originating prescriber and to the payer. Source Prescriber Payer Weekly also includes prescription activity for targeted products, both newly launched and mature products. Mail Order prescriptions can be integrated for an additional fee to provide a more complete picture of product performance.

Prescriber level data will be removed or aggregated to adhere to applicable legal and/or regulatory requirements.

Client Product Parameters

Number of Sales Forces   1
Number of Markets   2

Delivery Frequency: ☒ Weekly

Total number of deliveries: 156

Market Definition

Market definitions will be determined by the Client and be applied to Client's specifications. A Therapeutic Class or Market may be defined by Client as a level 3, 4 or 5, USC, the accepted industry standard grouping of pharmaceutical products with similar therapeutic effects, or Client may define a custom grouping of pharmaceutical products including the client's product(s) and other products that are considered by Client to be competitive in the pharmaceutical marketplace.

Markets

Market Name	BB USC Class(es)
Dermatology	30220; 30990; 37100; 37110; 37120; 37220; 37340; 37800 & 52230
Respiratory	28111; 28112; 28113; 28114 & 28118

Change Management

Client may make changes to the market definition as follows:

1. <u>Minor Market Change.</u> Client may make a Minor Market Change on a monthly/quarterly basis depending on delivery frequency. A Minor Market Change must be received from Client in writing no later than the last day of the prior data month within which the change is requested.

2. <u>Major Market Change</u>. Client may make a Major Market Change on a monthly/quarterly basis depending on delivery frequency. A Major Market Change must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested. For example, a Major Market Change would be the addition of a market. This change and final client requirements must be received from Client no later than the fifteenth (15th) of the prior data month within which the change is requested.

The guide below provides examples of, but not exclusive or limited to, what a Minor Market Change or a Major Market Change may be:

Major Market Change	Minor Market Change
Adding a new market	Add a Product*
Re-sequencing products	Delete a product
Changing all product codes	Break out a product by form/strength

A decision as to what is or is not considered a Minor Market Change or a Major Market Change is within the sole discretion of SHA. No product additions or deletions will be applied to Client's files without prior written consent of Client, however SHA updates for existing products will automatically be applied to such existing products unless Client specifically requests SHA not to do so in writing.

*Client will be charged a market re-establishment fee of $10,000 for any major market revision that results in multiple product additions.

Client Files

Client will provide via FTP or e-mail, the zip code definitions of Client's organization levels (territories, districts, regions, etc.) and, if desired, physician call universe so that Client may be provided with the agreed upon data aligned according to Client's sales force organization according to the following schedule:

- New/realigning territory set-up files must be received 15 days prior to the end of the reporting dispense week
- New/updated physician call files must be received 15 days prior to the end of the reporting dispense week.

Client files that are received after the scheduled receipt date will be subject to late processing fees. Client may apply new files up to 4 times within the contract year.

If Client is receiving accelerated delivery, the Client files must be received no later than the 15th of the data month. If client files are received past the due date, at SHA discretion, a late fee will be assessed and/or delivery dates will be revisited.

Delivery Media

All Source Prescriber Payer Weekly data will be delivered to Client by file transfer protocol (FTP). One FTP site location will be included for all sales forces delivered to the SHA server. If any format changes are required an additional $5,000 fee will be charged to Client.

Delivery Schedule

Source Prescriber Payer Weekly will be delivered to Client no later than fourteen (14) days after the close of the data week. All scheduled deliveries will be made by 11:59 pm Pacific Time (PT).

Data Use

Client will ensure that all paper and electronic reports routinely delivered to Client's field sales organization that utilize SHA prescription data shall reference SHA as a data supplier, and "Source® Prescriber Payer Weekly as the product name.

CLIENT DELIVERABLE SPECIFICATIONS

There are two deliverable options available for Source Prescriber Payer Weekly:

☒ **Option 1:** Two deliverables for the first data week of the month

- **Deliverable 1:** One week at a time
- **Deliverable 2:** Multiple week deliverable

Time Periods: up to 106 weeks of data available.

- ☐ 1 week
- ☐ 26 weeks
- ☒ 52 weeks
- ☐ 106 weeks
- ☐ Other. Please identify: _____

☐ **Option 2:** One deliverable of a fixed number of weeks (from 1 week to 106 total weeks)

Time Periods: up to 106 weeks of data available.

- ☐ 1 week
- ☐ 26 weeks
- ☐ 52 weeks
- ☐ 106 weeks
- ☐ Other. Please identify: _____

Data Values (for Activity) (choose one or more, as appropriate):

Prescription Data Reporting Values, Types and Levels:

☒ Counts	☒ Quantity	☒ Actual Acquisition Cost
☒ New Prescription Volume	☒ Total Prescription Volume	

Mail Order

☒ Integrated (Both New Source Retail and Source MailMax Mail Order)

☐ MailMax Mail Order Data Only

Data Agents:

Separate sublicensing agreements and fees required with each applicable data agent per client-defined specifications. If Client is only purchasing a limited record license of data agent records then the maximum record level must be indicated for each applicable data agent. The purpose of a limited record

level is to limit presentation of prescriptions by the Registration ID subject to Client's data agent sublicensing agreements as well as Client's defined specifications. It applies to each unique deliverable. If the record count should increase, Client is responsible for the additional licensing fees mandated by the data agent(s). SHA will evaluate the record level at least one time per year to adjust fees accordingly.

Data Agent	Limited Record Level
☒ American Academy of Physician Assistants (AAPA)	9,999
☐ American College of Nurse Midwives (ACNM)	
☐ American Dental Association (ADA)	
☒ American Medical Association (AMA)	Unlimited
☐ American Optometric Association (AOPA)	
☒ American Osteopathic Association (AOA)	Not applicable – full contract only
☐ American Podiatric Medical Association (APMA)	
☒ Drug Enforcement Agency (DEA)	Not applicable – full contract only
☒ Nurse Practitioners (KWRN)	9,999

Address Sources:

☐ Client Call File   ☐ Source Practitioner Address Consensus (contracted only)
☒ DEA   ☒ Data Agent

Territory File: ☐ Yes   ☒ No

ADDITIONAL FEES

(Product customizations for Source Prescriber Payer Weekly)

☒	Custom Services (described below)	Time and Material
☐	Additional Sales Force Alignment	Subject to prevailing prices
☐	Additional Market	Data Value of new Market and time and materials billing to support customized deliverables
☐	Additional view of an existing market	$10,000 per additional view
☐	Standard Factoring (New File) • Client-supplied "Factors" for counts, quantity or acquisition cost • Client-supplied acquisition cost	$10,000 per market for each occurrence
☐	Additional Specialty Groupings Over Standard 20. Maximum of 99 Specialty Groupings	1-20 Specialty Groupings No Charge 21-50 Specialty Groupings $2,000 51-99 Specialty Groupings $5,000 Over 99 specialty groupings – Custom request sizing
☐	Alignment Updates	$ 2,000 / alignment file updates beyond 4 per year $1,000 / alignment file reprocessing within same cycle
☐	Support and maintenance of Client files.	Time and Materials with Contractual Waiver
☐	Summarization above reporting level on data tape	Time and Material
☐	Parallel Processing for sales forces (to support AS IS/AS WAS) business decisions and changes	Subject to prevailing prices
☐	Integration of Client Supplied Data – Third party agreement required if integrating data that is not directly owned by the Client.	Time and Material with contractual waiver regarding validity of supplied data.
☐	Additional physician prescribing indicator(s)	$5,000 each
☐	Source Practitioner Address Consensus Option	No charge, and only available for Source Practitioner Address Consensus Clients.
☐	Extended data weeks	Time and Material
☐	Additional FTP sites	$5,000 for each additional site
☐	Custom delivery media	Custom request sizing
☐	Additional CD-ROMs	Subject to prevailing prices
☐	Hard copy reports	Fee per print page and shipping cost
☐	Accelerated Delivery Schedule	☐ Thursday: (10% premium) ☐ Wednesday (15% premium)

DESCRIPTION OF CUSTOM WORK

☒ Include Split week indicator (enabling the build to a month) ☒ Include full plan-level reporting at a prescriber level ☒ Include Hospital Outflow (DEA-linked) scripts ☐ Report non-contracted data agents at zip code level ☐ Report Puerto Rico dispensed scripts ☐ Present months built from reported weeks
Monthly Reassignment File – The monthly prescriber Reassignment file will contain information about Prescriber Reg IDs that have been reassigned from one SHA unique prescriber identifier (Prc_REL GID) to another

Weekly QC Report – The weekly QC file will provide weekly control totals
Weekly Product File – The weekly Product file will contain all NDC-11s for the markets identified
Addition of new markets or the addition of USCs to an existing market will require full 53 week refresh (current week plus 52 historical weeks) to be produced. NDC/product additions that do not fall within the previously defined USCs will need to be priced based on market value.
Addition of Prc_REL GID
Reporting at the NDC-11 level

EIGHTH AMENDMENT TO
SERVICES AGREEMENT

THIS EIGHTH AMENDMENT TO SERVICES AGREEMENT (this "EIGHTH Amendment") is made and entered into as of July 29, 2010 by and between **SOURCE HEALTHCARE ANALYTICS, INC.**, with its principal place of business at 2394 East Camelback Road, Phoenix, Arizona 85016 ("SHA"), and **Graceway Pharmaceuticals, LLC**, having its principal place of business at 340 Martin Luther King Jr. Blvd., Suite 500 Bristol, Tennessee 37620 ("Client" or "Graceway").

RECITALS

WHEREAS, Client and SHA entered into that certain Services Agreement dated January 1, 2008, as amended by that certain First through Seventh Amendments (collectively, the "Agreement"); and

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

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

1.   Additional Services. SHA will provide Client with a Source Lx monthly patient level dataset for Aldara for the time period July 2008 through December 2012. The dataset specifications are further described in **Appendix A** attached to this Eighth Amendment

2.   Fees. The pricing table in Section 2.1 of the Agreement is hereby amended as follows:

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
Quarterly Dynamic Claims Lifecycle MSI (DCL) with Executive Summary reports	$25,353	$101,412	$106,483
PHAST: [1] - Rx Monthly - Rx Weekly - Institution Monthly - National Trends Integrated Monthly	N/A	$213,594	$224,273
TOTAL FEE	$25,353	$315,006	$330,756
Addition of one DCL ID (April 2008- December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 1st AMENDMENT	$25,353	$317,506	$333,256
Addition of one DCL ID (June 2008-	N/A	$2,500	$2,500

SERVICES	Oct 07 - Dec 07 Data Months	Jan 08 – Dec 08 Data Months	Jan 09 – Dec 09 Data Months
December 2009 data months)			
TOTAL FEES AS OF 2nd AMENDMENT	$25,353	$320,006	$335,756
Addition of one DCL User ID (July 2008-December 2009 data months)	N/A	$2,500	$2,500
TOTAL FEES AS OF 3rd AMENDMENT	$25,353	$322,506	$338,256
Addition of Graceway Shared Reports Folder to PHAST	N/A	$2,500	N/A
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	N/A	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$25,353	$327,506	$338,256

[1] Client's PHAST subscription begins on January 1, 2008

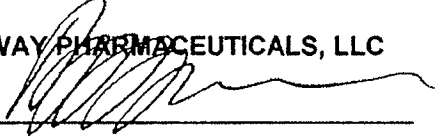| SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
Upgrade of DCL MSI Reporting to Monthly and Extension through 2010	$106,483	N/A	N/A
TOTAL FEES AS OF 4th AMENDMENT	$106,483	N/A	N/A
Addition of Weekly Prescriber Payer (data warehouse) Derm Market [2]	$600,000	$630,000	$661,500
Extension of Dynamic Claims Lifecycle MSI (DCL) with Executive Summary Reports through December 2012 data month	N/A	$111,807	$117,398
Addition of three DCL User IDs January 2010 through December 2012 data month	$7,500	$7,500	$7,500
Extension of Phast Services through December 2012 data month	$235,486	$247,260	$259,624
TOTAL FEES AS OF	$949,469	$996,567	$1,046,022

SERVICES	Jan 2010 – Dec 2010 Data Months	Jan 2011 – Dec 2011 Data Months	Jan 2012 – Dec 2012 Data Months
5th AMENDMENT			
Addition of Hospital Outflow to Weekly Prescriber Payer (data warehouse) Derm Market [2]	$10,000	$10,000	$10,000
TOTAL FEES AS OF 6th AMENDMENT	$959,469	$1,006,567	$1,056,022
Addition of AAPA's and NP's to weekly Prescriber Payer (data warehouse)	N/A	N/A	N/A
TOTAL FEES AS OF 7th AMENDMENT	$959,469	$1,006,567	$1,056,022
Addition of Source Lx Monthly Dataset for Aldara (July 2008 – Dec 2012)	**$110,240**	**$164,220**	**$172,341**
TOTAL FEES AS OF 8th AMENDMENT	**$1,069,709**	**$1,170,787**	**$1,228,363**

[2] At Client's option, Client can add weekly Prescriber Payer data for the Respiratory market for Client's data warehouse through data week ending December 28, 2012 (delivery on January 11, 2013) for the additional fees: January – December 2010, $3,077 per week beginning with the data week in which Client adds the data; January – December 2011, $167,500; January – December 2012, $175,375.

3.   Ratification.   The Agreement, as expressly modified by this Eighth Amendment, is hereby ratified and confirmed by SHA and Client. Except as amended by this Eighth Amendment the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed by their duly authorized representatives.
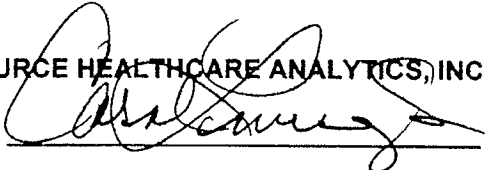
GRACEWAY PHARMACEUTICALS, LLC

By: _____

Name: Boris Meyerson

Title: VP, Business Operations

Date: 8/2/10

SOURCE HEALTHCARE ANALYTICS, INC.

By: _____

Name: _____Carol Livingston_____
Vice President
Title: _____Customer Operations_____

Date: 8-3-10

Approved as to Legal Form
Legal Dept.

3

Appendix A

Monthly Aldara Data Feed

Objectives

Client would like to assess the Aldara market with respect to both treated and untreated patients. SHA will provide a claims data file which will include patients who meet the following criteria:

- Have a prescription claim for Aldara or up to 5 competitor prescription products (branded and generic versions to be included)
  - Aldara and Zyclara (generic name imiquimod)
  - Efudex, Carac, Fluoroplex (generic name 5-fluourouracil)
  - Solaraze (generic name diclofenac sodium)

OR

- Have a diagnosis of any of the following conditions:
  - Aktinic Keratosis (ICD9 702.0x)
  - Basal Cell Carcinoma (ICD9 173xx)
  - External Genital Warts (ICD9 078.1, 078.10, 078.19x, 078.11, 078.0),

OR

- Have a procedure of interest
  - Cryosurgery
  - Photo-dynamic therapy
  - Moh's Surgery
  - Curettage
  - 1 procedure placeholder for future use

Analysis Scope

Study Time Period
The initial data file will contain the data months of July 2008 through June 2010. Subsequent updates will be provided monthly through December 2012 data month.

Patient Inclusion
Patients will be included if they meet the criteria listed above at any time between the delivery month back through July 2008.

Record Return
Once a patient is included, the following claims will be returned:

1) All prescription claims associated to those products used for inclusion, and

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2) All medical claims associated to the included patients which are present in the Source® Lx sample

The record return time period is the same as the study time period (July 2008 through December 2012).

A copy of the file layout can be found in Appendix B

Deliverables

Client will receive a total of 30 deliverables for this study (July 2010 Data Month with history – December 2012 Data Month).

Delivery Media
All data will be delivered to Client by file transfer protocol (FTP). One FTP site location will be included for all sales forces delivered to the SHA server. If any format changes are required an additional $5,000 fee per change will be charged to Client.

Delivery Schedule
The initial dataset for the July 2008 through June 2010 data months will be delivered to Client 12 business days following receipt of a signed Amendment. Subsequent Source Lx monthly data will be uploaded to the FTP site in comma delimited format not later than thirty (30) days after the close of the data month.

All scheduled monthly deliveries will be made by 11:59 p.m. Pacific Time (PT).

Appendix B - File Layout

Patient Table

Field Name	Data Type	Description
PTNT_ID	BIGINT	Patient ID
PTNT_YOB	INTEGER	Year of Birth
PTNT_GENDER	CHAR(1)	Gender
Q1_05_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q1 2005
Q2_05_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q2 2005
Q3_05_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q3 2005
Q4_05_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q4 2005
Q1_06_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q1 2006
Q2_06_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q2 2006
Q3_06_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q3 2006
Q4_06_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q4 2006
Q1_07_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q1 2007
Q2_07_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q2 2007
Q3_07_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q3 2007
Q4_07_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q4 2007
Q1_08_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q1 2008
Q2_08_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q2 2008
Q3_08_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q3 2008
Q4_08_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q4 2008
Q1_09_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q1 2009
Q2_09_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q2 2009
Q3_09_FLG	INTEGER	1 = Rx activity exists in WK data for patient in Q3 2009

Rx Table

Field Name	Data Type	Description
CLAIM_REL_GID	BIGINT	Claim ID
PTNT_ID	BIGINT	Patient ID
NDC11	BIGINT	NDC11
PRC_REL_GID	BIGINT	Physician ID
PLAN_AMC_NBR	BIGINT	Plan AMC Number of the plan
PTNT_PAY	NUMERIC(11,2)	Amount patient paid
PLAN_PAY	NUMERIC(9,2)	Amound plan paid
REFILL_CODE	VARCHAR(2)	0 = New Rx, else value = Refill Number
QUANTITY	NUMERIC(10,3)	Quantity
DAYS_SUPPLY	SMALLINT	Days Supply
RX_FILL_DTE	DATE	HIPPA compliant fill date
RX_NBR	VARCHAR(30)	Encrypted Rx Script Number

Drug Table

Field Name	Data Type	Description
NDC11	CHAR(11)	NDC11 (Primary Key)
DRUG_NAME	VARCHAR(60)	Drug Name
BGI	CHAR(1)	Brand Generic Indicator
BB_USC_CODE	CHAR(5)	Blue Book USC Code
BB_USC_NAME	VARCHAR(60)	Blue Book USC Name
DRUG_GENERIC_NAME	VARCHAR(60)	Drug Generic Name
DRUG_STRENGTH	CHAR(10)	Drug Strength
DRUG_FORM	VARCHAR(40)	Drug Form

Plan Table

Field Name	Data Type	Description
PLAN_AMC_NBR	BIGINT	Plan AMC Number (Primary Key)
PLAN_NAME	VARCHAR(60)	Plan Name
NTNL_INSR_NAME	VARCHAR(60)	National Insurer Name
PBM_NAME	VARCHAR(60)	PBM Name
PLAN_TYPE	VARCHAR(10)	Plan Name
PLAN_TYPE_DESC	VARCHAR(100)	Plan Type Description

Physician Table

Field Name	Data Type	Description
PRC_REL_GID	BIGINT	Physician ID (Primary Key)

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ME_NBR	VARCHAR(20)	AMA ME Number or AOA Registration Number
DEA_NBR	VARCHAR(20)	DEA Number
LAST_NAME	VARCHAR(25)	Last Name
FIRST_NAME	VARCHAR(25)	First Name
ADDRESS	VARCHAR(100)	Address
CITY	VARCHAR(28)	City
STATE	VARCHAR(2)	State
ZIP	VARCHAR(5)	Zip Code
SPCLT_CODE	VARCHAR(3)	Specialty Code
SPCLT_DESC	VARCHAR(75)	Specialty Description

Diagnosis Table

Field Name	Data Type	Description
PTNT_ID	BIGINT	Patient ID
CLAIM_REL_GID	BIGINT	Claim ID
CLAIM_TYPE	VARCHAR(4)	Claim Type: HCFA, UB92
SRVC_FROM_DTE	DATE	Service Date
DIAG_CDE	VARCHAR(6)	Diagnosis Code
PRC_REL_GID	BIGINT	Primary Physician ID

Diagnosis Code Table

Field Name	Data Type	Description
DIAG_CDE	VARCHAR(6)	Diagnosis Code
DIAG_DESC	VARCHAR(100)	Diagnosis Description

Procedure Table

Field Name	Data Type	Description
PTNT_ID	BIGINT	Patient ID
CLAIM_REL_GID	BIGINT	Claim ID
CLAIM_LINE_ITEM	INTEGER	Claim Line Item (CLAIM_GID and CLAIM_LINE_ITEM form a composite key)
CLAIM_TYPE	VARCHAR(4)	Claim Type: HCFA, UB92
PRCDR_CDE	VARCHAR(6)	Procedure Code
PRCDR_DTE	DATE	Procedure Date
PLACE_OF_SERVICE	VARCHAR(50)	Place of Service
PLAN_TYPE	VARCHAR(50)	Plan Type
PRC_REL_GID	BIGINT	Primary Physician ID
UNIT_NBR	INTEGER	Units Administered
CHRG_AMT	NUMERIC(10,2)	Amount Charged

Procedure Code Table

Field Name	Data Type	Description
PRCDR_CDE	VARCHAR(6)	Procedure Code
PRCDR_DESC	VARCHAR(100)	Procedure Description

UPS Internet Shipping: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
    UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
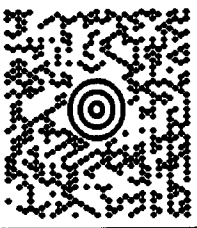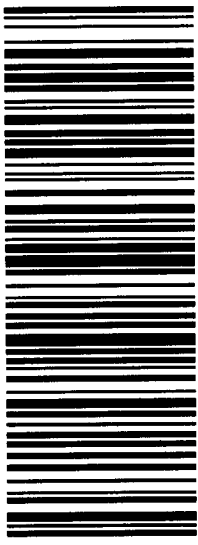   Find your closest UPS location at: www.ups.com/dropoff
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(480) 444-3500
THE PHOENIX LAW GROUP
8765 E. BELL ROAD
SCOTTSDALE AZ 85260

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Reference#1: Source Healthcare Analytics, LLC

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