

APPENDIX C2 – ONGOING SERVICES DELIVERABLES

CONTRACT 2012 / 2015

FLUOROURACIL - QUARTERLY DELIVERIES

- **Country coverage (Retail unless stated otherwise):**

ARGENTINA, AUSTRALIA, BELGIUM, BRAZIL, CANADA, CHILE, CHINA HONG KONG, COLOMBIA, DENMARK, FINLAND, FRANCE, GERMANY, GREECE, INDIA, IRELAND, ITALY, JAPAN Combined, KOREA, MALAYSIA, MEXICO, NETHERLANDS XPONENT, NORWAY, PHILIPPINES, POLAND, PORTUGAL, SOUTH AFRICA, SPAIN, SWEDEN, SWITZERLAND, TURKEY, THAILAND, TAIWAN COMBINED, RUSSIA , UNITED KINGDOM, SAOUDI ARABIA, SINGAPORE, USA (Defined as US Drugstore/Foodstore, US Mail Order as one Panel) VENEZUELA.

- **Data Elements:**

Country, Corporation, Manufacturer, Molecule, International Product, Product, **International Pack, Pack, International Strength**, Launch Date, NFC123 Code, Strength, Salt, ATC4 Level.

- **Data Measures:**

US \$, Euro, Local Currency, Local Currency Euro, Local Currency Dollar, Units, Standard Units, Counting Units.

Ex-manufacturer, Trade & Public price level included.

- **Time Periods:** Last 3 MATs when available and Quarterly.

- **Delivery Format:** Quarterly Dataview files.

- **Delivery:** Quarterly data deliverable commencing Q2/ 2012 until Q1/ 2015 inclusive.

- **Delivery Schedule (estimate):** within eight weeks of the required Quarterly data.

- Galderma International SAS shall retain its level subscription within selected affiliates as per the summary table in Appendix F.

APPENDIX D – LOCAL AUDIT SUBSCRIPTION STATUS
3 MONTHS EXTENSION OF THE CONTRACT 2011

Country	2011 Local Frequency	2011 Local Data	GALDERMA REQUEST
USA	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
JAPAN	Quarterly	D DERMATOLOGIE	Monthly
BRAZIL	Monthly	FULL = D +J1A +J2A	Monthly
GERMANY	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
FRANCE	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
CANADA	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
UK	Monthly	FULL = D +J1A +J2A	Monthly
Ireland	Monthly	FULL = D +J1A +J2A	Monthly
RUSSIA	Monthly	FULL = D +J1A +J2A	Monthly
MEXICO	Monthly	D DERMATOLOGIE	Monthly
ITALY	Monthly	FULL = D +J1A +J2A	Monthly
INDIA	Monthly	D DERMATOLOGIE	Monthly
SPAIN	Monthly	D DERMATOLOGIE	Monthly
AUSTRALIA	MONTHLY	D DERMATOLOGIE	Monthly
TURKEY	NO	FULL = D +J1A +J2A (NEW from 2012)	Quarterly
SOUTH KOREA	Monthly	FULL = D +J1A +J2A	Monthly
ARGENTINA	Monthly PMA	FULL = D +J1A +J2A	Monthly
CHINA/HK	monthly	FULL = D +J1A +J2A	Quarterly
VENEZUELA	Monthly	D DERMATOLOGIE	Monthly
COLOMBIA	monthly	FULL = D +J1A +J2A	Monthly
POLAND	monthly	FULL = D +J1A +J2A	Monthly
SWITZERLAND	Monthly	D + J02A	Monthly
GREECE	MONTHLY	FULL = D +J1A +J2A	Monthly
CHILE	SSPO MONTHLY	FULL = D +J1A +J2A	Monthly
SAUDI ARABIA	Monthly	FULL = D +J1A +J2A	Monthly
SWEDEN	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
THAILAND	QUATERLY	D DERMATOLOGIE	Quarterly
BELGIUM	Monthly	FULL = D +J1A +J2A	Monthly
PHILIPPINES	Monthly	FULL = D +J1A +J2A	Monthly
SOUTH AFRICA	QUATERLY	FULL = D +J1A +J2A	Quarterly
TAIWAN	QUATERLY	D + J02A	Quarterly
PORTUGAL	monthly	D DERMATOLOGIE	Quarterly
NETHERLANDS	QUATERLY	D DERMATOLOGIE	Monthly
FINLAND	NO	FULL = D +J1A +J2A (NEW from 2012)	Quarterly
NORWAY	NO	FULL = D +J1A +J2A (NEW from 2012)	Quarterly
DENMARK	Monthly	FULL = D +J1A +J2A	Quarterly
MALAYSIA	QUATERLY	D DERMATOLOGIE	Quarterly
SINGAPORE	QUATERLY	D DERMATOLOGIE	Quarterly

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APPENDIX E – ONGOING SERVICES DELIVERABLES
CONTRACT 2012 / 2015
PHARMATREND INTERNATIONAL PRTI – DATA DELIVERIES

- **Country coverage:**

FRANCE **PHARMACY**, GERMANY **PHARMACY**, ITALY **PHARMACY**, POLAND **PHARMACY**, SPAIN **PHARMACY**.

- **Data Elements:**

Country, Corporation, Manufacturer, Molecule, International Product, Product, Pack, Pack Age, NFC Code, Prescription / Reimbursement status, Registered / Unregistered, Strength, OTC3 Level,

- **Data Measures:**

US \$, Euro, Local Currency Euro, Local Currency Dollar, Units, Standard Units, Counting Units.

Public price level included only.

Sales out

Sales out – Prescriptions

Sales out – OTC

Average price

- **Time Periods: Last 3 MATS, 36 Months, 3 YTD, 2 FULL YEARS, & 12 Quarters.**
- **Delivery:** 36 Deliverables commencing March 2012 until February 2015 inclusive.
- **Delivery Schedule (estimate):** within 30 days after the end of study period.
- Galderma International SAS shall retain its level subscription within selected affiliates as per the summary table in Appendix F

GALDERMA - PHARMATREND INTERNATIONAL 2012 2013 2014 2015 - FREQUENCY 1

COUNTRIES	CHANELS	NEC level 3	Market definition	Deliveries	BUDGET \$ VAT EXCLUDED			
					Year 2012	Year 2013	Year 2014	Year 2015
Germany	Pharmacies	06G3	Antifungals skin/other	Quarterly	\$3 229	\$4 434	\$4 567	\$1 176
Germany	Pharmacies	82A4	Facial moisturisers women	Monthly	\$6 367	\$7 869	\$8 105	\$1 391
Germany	Pharmacies	82B1	A-Red/Sooth/Seborr dermat	Quarterly	\$3 499	\$4 805	\$4 949	\$1 274
Germany	Pharmacies	82F1	Body moist+emoll women	Monthly	\$5 133	\$6 345	\$6 535	\$1 122
Germany	Pharmacies	82H9	Oth nail care prds women	Quarterly	\$2 734	\$3 754	\$3 867	\$996
Germany	Pharmacies	83A1	A/Seborr caring prds	Quarterly	\$3 364	\$4 620	\$4 758	\$1 225
Germany	Pharmacies	83A3	A/Seborr cleansing prds	Quarterly	\$3 150	\$4 326	\$4 456	\$1 147
Germany	Pharmacies	83A4	A/Sebo-mixed kit/coffret	Quarterly	\$2 745	\$3 770	\$3 883	\$1 000
Germany	Pharmacies	83B1	Beauty prds X family use	Monthly	\$8 167	\$10 094	\$10 397	\$1 785
Germany	Pharmacies	85A2	Synd-Synth N/Soap deterg	Monthly	\$4 667	\$5 768	\$5 941	\$1 020
Germany	Pharmacies	86H2	Anti-hair loss prds	Quarterly	\$3 904	\$5 361	\$5 522	\$1 422
Total Germany pharmacies					\$46 957	\$61 146	\$62 980	\$13 558
Italy	Pharmacies	06G2	Antifungals for nails	Quarterly	\$3 004	\$4 125	\$4 249	\$1 094
Italy	Pharmacies	82A4	Facial moisturisers women	Monthly	\$5 783	\$7 148	\$7 363	\$1 264
Italy	Pharmacies	82B1	A-Red/Sooth/Seborr dermat	Quarterly	\$4 005	\$5 500	\$5 665	\$1 459
Italy	Pharmacies	82F1	Body moist+emoll women	Monthly	\$7 350	\$9 085	\$9 357	\$1 606
Italy	Pharmacies	82H3	Nail strengtheners	Quarterly	\$782	\$1 071	\$1 103	\$287
Italy	Pharmacies	82H9	Oth nail care prds women	Quarterly	\$2 768	\$3 801	\$3 915	\$1 008
Italy	Pharmacies	83A1	A/Seborr caring prds	Monthly	\$5 000	\$6 180	\$6 365	\$1 093
Italy	Pharmacies	83A3	A/Seborr cleansing prds	Quarterly	\$3 206	\$4 403	\$4 535	\$1 168
Italy	Pharmacies	83A4	A/Sebo-mixed kit/coffret	Quarterly	\$2 723	\$3 739	\$3 851	\$992
Italy	Pharmacies	83B1	Beauty prds X family use	Monthly	\$5 283	\$6 530	\$6 726	\$1 155
Italy	Pharmacies	83F2	Sun screens adults	Monthly	\$6 950	\$8 590	\$8 848	\$1 519
Italy	Pharmacies	85A2	Synd-Synth N/Soap deterg	Monthly	\$5 217	\$6 448	\$6 641	\$1 140
Italy	Pharmacies	85A3	Shower products	Monthly	\$5 283	\$6 530	\$6 726	\$1 155
Italy	Pharmacies	86B1	Liquid shampoos	Monthly	\$6 717	\$8 302	\$8 551	\$1 468
Italy	Pharmacies	86H2	Anti-hair loss prds	Quarterly	\$5 063	\$6 953	\$7 161	\$1 844
Total Italy pharmacies					\$69 133	\$88 405	\$91 057	\$18 251
Poland	Pharmacies	06G2	Antifungals for nails	Quarterly	\$2 914	\$4 002	\$4 122	\$1 061
Poland	Pharmacies	06P1	Skin protector+emollients	Monthly	\$4 733	\$5 850	\$6 026	\$1 034
Total Poland pharmacies					\$7 647	\$9 852	\$10 148	\$2 096
Spain	Pharmacies	06G2	Antifungals for nails	Quarterly	\$2 925	\$4 017	\$4 138	\$1 065
Spain	Pharmacies	82A4	Facial moisturisers women	Monthly	\$5 300	\$6 551	\$6 747	\$1 158
Spain	Pharmacies	82B1	A-Red/Sooth/Seborr dermat	Quarterly	\$3 128	\$4 295	\$4 424	\$1 139
Spain	Pharmacies	82F1	Body moist+emoll women	Monthly	\$6 683	\$8 261	\$8 508	\$1 461
Spain	Pharmacies	82H3	Nail strengtheners	Quarterly	\$712	\$975	\$1 004	\$261
Spain	Pharmacies	82H9	Oth nail care prds women	Quarterly	\$2 768	\$3 801	\$3 915	\$1 008
Spain	Pharmacies	83A1	A/Seborr caring prds	Quarterly	\$3 173	\$4 357	\$4 488	\$1 156
Spain	Pharmacies	83A3	A/Seborr cleansing prds	Quarterly	\$3 161	\$4 341	\$4 472	\$1 151
Spain	Pharmacies	83A4	A/Sebo-mixed kit/coffret	Quarterly	\$2 723	\$3 739	\$3 851	\$992
Spain	Pharmacies	83B1	Beauty prds X family use	Monthly	\$4 983	\$6 159	\$6 344	\$1 089
Spain	Pharmacies	85A2	Synd-Synth N/Soap deterg	Monthly	\$4 900	\$6 056	\$6 238	\$1 071
Spain	Pharmacies	86H2	Anti-hair loss prds	Quarterly	\$4 365	\$5 995	\$6 174	\$1 590
Total Spain pharmacies					\$44 820	\$58 547	\$60 303	\$13 141

COUNTRIES	CHANELS	NEC level 3	Market definition	Deliveries	BUDGET \$ VAT EXCLUDED			
					Year 2012	Year 2013	Year 2014	Year 2015
France	Pharmacies	06G2	Antifungals for nails	Quarterly	\$3 038	\$4 172	\$4 297	\$1 106
France	Pharmacies	49D1	Liquid plasters	Quarterly	\$508	\$884	\$911	\$237
France	Pharmacies	82A4	Facial moisturisers women	Monthly	\$6 300	\$7 787	\$8 020	\$1 377
France	Pharmacies	82B1	A-Red/Sooth/Seborr dermat	Quarterly	\$3 611	\$4 959	\$5 108	\$1 315
France	Pharmacies	82F1	Body moist+emoll women	Monthly	\$7 700	\$9 517	\$9 803	\$1 683
France	Pharmacies	82H9	Oth nail care prds women	Quarterly	\$2 801	\$3 847	\$3 962	\$1 020
France	Pharmacies	83A1	A/Seborr caring prds	Quarterly	\$3 656	\$5 021	\$5 172	\$1 332
France	Pharmacies	83A3	A/Seborr cleansing prds	Quarterly	\$3 724	\$5 114	\$5 267	\$1 356
France	Pharmacies	83A4	A/Sebo-mixed kit/coffret	Quarterly	\$2 723	\$3 739	\$3 851	\$992
France	Pharmacies	83B1	Beauty prds X family use	Monthly	\$4 333	\$5 356	\$5 517	\$947
France	Pharmacies	83F2	Sun screens adults	Monthly	\$6 483	\$8 013	\$8 254	\$1 417
France	Pharmacies	85A2	Synd-Synth N/Soap deterg	Monthly	\$5 700	\$7 045	\$7 257	\$1 246
France	Pharmacies	86H2	Anti-hair loss prds	Quarterly	\$3 769	\$5 176	\$5 331	\$1 373
Total France pharmacies					\$54 346	\$70 630	\$72 750	\$15 401
TOTAL DATA					\$222 903	\$288 580	\$297 237	\$62 447
Fixed production costs					\$2 000	\$2 000	\$2 000	\$2 000
International fees					\$30 732	\$39 331	\$40 511	\$8 307
Total developement					\$32 732	\$41 331	\$42 511	\$10 307
Dataview delivery					\$44 581	\$57 716	\$59 447	\$12 489
TOTAL PRODUCTION					\$77 313	\$99 047	\$101 959	\$22 796
TOTAL BUDGET					\$300 216	\$387 627	\$399 196	\$85 243

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APPENDIX F – LOCAL AUDIT SUBSCRIPTION STATUS

CONTRACT 2012 / 2015

Country	2011 Local Frequency	2011 Local Data	GALDERMA REQUEST
ARGENTINA	Monthly PMA	FULL = D +J1A +J2A	Monthly
AUSTRALIA	MONTHLY	D DERMATOLOGIE	Monthly
BELGIUM	Monthly	FULL = D +J1A +J2A	Monthly
BRAZIL	Monthly	FULL = D +J1A +J2A	Monthly
CANADA	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
CHILE	SSPO MONTHLY	FULL = D +J1A +J2A	Monthly
CHINA/HK	monthly	FULL = D +J1A +J2A	Quarterly
COLOMBIA	monthly	FULL = D +J1A +J2A	Monthly
DENMARK	Monthly	FULL = D +J1A +J2A	Monthly
FINLAND	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
FRANCE	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
GERMANY	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
GREECE	MONTHLY	FULL = D +J1A +J2A	Monthly
INDIA	Monthly	D DERMATOLOGIE	Monthly
INDONESIA	NO	FULL = D +J1A +J2A (NEW from 2012)	Quarterly
IRELAND	Monthly	FULL = D +J1A +J2A	Monthly
ITALY	Monthly	FULL = D +J1A +J2A	Monthly
JAPAN COMBINED	Quarterly	D DERMATOLOGIE	Monthly
MALAYSIA	QUATERLY	D DERMATOLOGIE	Quarterly
MEXICO	Monthly	D DERMATOLOGIE	Monthly
NETHERLANDS XPONENT	QUATERLY	D DERMATOLOGIE	Monthly
NORWAY	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
PHILIPPINES	Monthly	FULL = D +J1A +J2A	Monthly
POLAND	monthly	FULL = D +J1A +J2A	Monthly
PORTUGAL	monthly	D DERMATOLOGIE	Quarterly
RUSSIA	Monthly	FULL = D +J1A +J2A	Monthly
SAUDI ARABIA	Monthly	FULL = D +J1A +J2A	Monthly
SINGAPORE	QUATERLY	D DERMATOLOGIE	Quarterly
SOUTH AFRICA	QUATERLY	FULL = D +J1A +J2A	Quarterly
SOUTH KOREA	Monthly	FULL = D +J1A +J2A	Monthly
SPAIN	Monthly	D DERMATOLOGIE	Monthly
SWEDEN	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
SWITZERLAND	Monthly	D + J02A	Monthly
TAIWAN	QUATERLY	D + J02A	Quarterly
THAILAND	QUATERLY	D DERMATOLOGIE	Quarterly
TURKEY	NO	FULL = D +J1A +J2A (NEW from 2012)	Quarterly
UK	Monthly	FULL = D +J1A +J2A	Monthly
USA	NO	FULL = D +J1A +J2A (NEW from 2012)	Monthly
VENEZUELA	Monthly	D DERMATOLOGIE	Monthly
PHARMATREND COUNTRY	2011 Local Frequency	2011 Local Data	GALDERMA REQUEST
GERMANY PHARMACY	NO	0	Monthly
FRANCE PHARMACY	NO	0	Monthly
ITALY PHARMACY	NO	0	Monthly
SPAIN PHARMACY	Monthly	sell in data	Monthly
POLAND PHARMACY	Monthly	06P1 / 83B1 / 82A1 / 82B1 / 83A3 / 85A2 / 82F1	Monthly

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APPENDIX G – IMS TERMS & CONDITIONS

1. Scope:

These IMS HEALTH Information Services Standard Terms and Conditions ("Standard Terms and Conditions") together with the IMS HEALTH Information Services Order ("Order Form"), the product terms or the invoice, constitute the Agreement regulating, during its term, the relationship between IMS HEALTH and GALDERMA INTERNATIONAL SAS (as defined in the Order Form or the invoice).

The supply of Information, Data, Documentation, Software, Analysis, Solutions or Consultancy, collectively referred to as "Information Services", will be subject to IMS HEALTH's acceptance of the order submitted by GALDERMA INTERNATIONAL SAS or GALDERMA INTERNATIONAL SAS' payment of the invoice.

2. Fees / Payment / Delivery:

(a) The fees due by GALDERMA INTERNATIONAL SAS are indicated in the Order Form or the invoice. GALDERMA INTERNATIONAL SAS shall pay each invoice within the period of time indicated in the Order Form or invoice or if no time is specified, within thirty (30) days of the date of invoice. Where different services are involved, in no event shall GALDERMA INTERNATIONAL SAS deduct or off-set any amount(s) against any amount(s) owed to IMS HEALTH without IMS HEALTH's prior written consent. If GALDERMA INTERNATIONAL SAS fails to pay any amounts in the manner agreed to in this Paragraph 2, IMS HEALTH may charge in addition to the invoiced amount, interest at a rate equal to the discount rate charged by the local central bank of the billing currency plus 5 % (five percent) per annum on the unpaid balance beginning thirty-five (35) days from the date of the invoice until such amounts are paid.

(b) In addition to any fees which GALDERMA INTERNATIONAL SAS agrees to pay, GALDERMA INTERNATIONAL SAS shall have the exclusive responsibility for and agrees to pay any of the following:-

(i) all applicable governmental sales, use, added value, or other similar taxes, duties, fees, levies or other governmental charges now in force or enacted in the future, except for taxes based on IMS HEALTH's income;

(ii) furthermore, IMS HEALTH may charge GALDERMA INTERNATIONAL SAS for costs associated with fulfilling any GALDERMA INTERNATIONAL SAS request for delivery services other than as selected in the Order Form or invoice.

(c) All fees are subject to change. Price changes shall be communicated to GALDERMA INTERNATIONAL SAS at least one hundred (100) days prior to the date of application of the new price unless otherwise indicated on the Order Form or product terms. Additional services requested by GALDERMA INTERNATIONAL SAS during the term of this Agreement shall be invoiced at their then current rates when requested. The fees are not refundable, whether in whole or in part, except if IMS HEALTH does not comply with its obligations under this Agreement.

(d) If IMS HEALTH has elected to provide Information Services prior to the formal signature (where applicable) and acceptance of these Terms & Conditions, acceptance of delivery of the Information Services by GALDERMA INTERNATIONAL SAS, shall constitute acceptance of these Terms & Conditions, by GALDERMA INTERNATIONAL SAS, until formal signature of this Agreement.

3. Rights:

IMS HEALTH hereby grants to GALDERMA INTERNATIONAL SAS on a personal basis, a non-exclusive and non-transferable license to use the Information Services selected by GALDERMA INTERNATIONAL SAS and provided by IMS HEALTH (and exclusively at the site(s) authorised in the Order Form or the invoice).

For each copy of the Information Services ordered by GALDERMA INTERNATIONAL SAS from IMS HEALTH, the license will permit the following:

(a) use of Information, Software and Data for GALDERMA INTERNATIONAL SAS' own direct benefit and use. Reasonable quantities of the Information or Data may be copied or transferred by GALDERMA INTERNATIONAL SAS for GALDERMA INTERNATIONAL SAS' internal use in connection with the use of the Information Services (any Information or Data copied by GALDERMA INTERNATIONAL SAS or used in the creation of derivative works, shall include any copyright and proprietary notices provided by IMS HEALTH with such Information or Data and remain subject to these terms and conditions),

(b) use of the Documentation in support of GALDERMA INTERNATIONAL SAS' use of the Information Services. Reasonable quantities of the Documentation may be used by GALDERMA INTERNATIONAL SAS in developing materials for GALDERMA INTERNATIONAL SAS' internal use in connection with the use of the Information Services,

(c) making of one copy of the Software or computerised Information and Data for GALDERMA INTERNATIONAL SAS' backup purposes (such copy must contain all of the restrictive and proprietary legends that appear on the Software, Information or Data contained on the original copies provided by IMS HEALTH).

Where GALDERMA INTERNATIONAL SAS receives any update of Software, GALDERMA INTERNATIONAL SAS shall confidentially destroy all prior original copies of, and all backup copies of such originals. This obligation does not apply where GALDERMA INTERNATIONAL SAS receives a mere add-on. IMS HEALTH does not grant, and GALDERMA INTERNATIONAL SAS does not receive, any title or other interest in any Information Services, except for those rights explicitly granted within this Agreement.

4. Restrictions:

GALDERMA INTERNATIONAL SAS may not:

(a) assign or transfer, in whole or in part, this Agreement or the services supplied to any other legal or natural person or for any use at a site other than the site(s) authorised in the Order Form or the invoice;

(b) allow the use of a copy of the Software or computerised Information by more than one user unless GALDERMA INTERNATIONAL SAS has purchased a multiple user license, where applicable. Each user must be an employee of GALDERMA INTERNATIONAL SAS unless IMS HEALTH agrees otherwise in writing;

(c) reverse engineer, decompile, or disassemble the Information Services, or attempt to do so, unless authorised in writing by IMS HEALTH or by Law;

(d) make the Information Services available outside the licensed site via a networked computer system or equivalent, unless written approval is obtained from IMS HEALTH and the appropriate license fee paid;

(e) sub-license, distribute, disclose or transfer the Information, Documentation, Software or Data, in whole or in part, to any third party, without the express written consent of IMS HEALTH or the signature by GALDERMA INTERNATIONAL SAS of the IMS HEALTH Third Party Data Use Agreement, where applicable. Any attempt to assign, transfer or sub-license by GALDERMA INTERNATIONAL SAS without such consent shall render such assignment, transfer or sub-license void; or

(f) use the Information Services after any termination by IMS HEALTH of any license granted under this Agreement, due to a non-compliance of GALDERMA INTERNATIONAL SAS with these Terms and Conditions.
If applicable, GALDERMA INTERNATIONAL SAS shall comply with the Export Administration Regulations of the United States Department of Commerce then in effect.

5. Term / Termination:

The term of this Agreement shall be effective from 26 th April 2012 to 28 th February 2015 .

Paragraphs 3a, 3b, 4, 6, 7 and 9 of these Standard Terms and Conditions will continue in full force and effect after termination of this Agreement.

This Agreement may be terminated within fifteen (15) days by written notification, by any of the parties (except in the case of Force Majeure), if the other party fails to comply with any material term and condition and does not remedy such failure within this notice period. This Agreement may be terminated immediately where confidentiality or copyright provisions are breached or in the case of insolvency of one of the parties. In the event that this Agreement is terminated for any of the reasons above, GALDERMA INTERNATIONAL SAS shall, without prejudice to any other rights of IMS HEALTH, pay IMS HEALTH all such amounts owed to IMS HEALTH until the date of termination of the Agreement.

IMS HEALTH shall provide at least three (3) months notice of termination in cases where IMS HEALTH chooses to no longer provide a specific Information Service to the market. GALDERMA INTERNATIONAL SAS shall then receive a refund, on a pro-rata basis, of any fees already paid covering the remainder of the period of the Agreement.

6. Confidentiality:

(a) IMS HEALTH agrees that it shall use its best efforts during and after the period of this Agreement not to communicate or provide to any third party, any confidential information provided by GALDERMA INTERNATIONAL SAS including definitions of competitive markets and recommendations made to GALDERMA INTERNATIONAL SAS , unless otherwise ordered by a court of competent jurisdiction. Any information provided at any time on a non-confidential basis by any member of GALDERMA INTERNATIONAL SAS' organisation shall be considered as non-confidential.

This sub-paragraph 6(a) does not apply to any information which:

- i) is in IMS HEALTH's possession prior to the date of this Agreement and not already covered by a confidentiality obligation; or
- ii) is without obligation of confidentiality prior to its disclosure; or
- iii) came to be in the public domain without breach by IMS HEALTH of its obligations under this Agreement.

(b) GALDERMA INTERNATIONAL SAS acknowledges and agrees that the Information Services provided by IMS HEALTH are confidential to IMS HEALTH. GALDERMA INTERNATIONAL SAS shall not, and shall ensure that its employees and representatives shall not, at any time during or after the period of this Agreement, communicate, disclose or provide to any third party the whole or any part of the Information Services or other confidential information of IMS HEALTH, except as expressly provided under this Agreement or otherwise as expressly permitted by IMS HEALTH in writing. GALDERMA INTERNATIONAL SAS agrees to treat the Information Services as confidential, using at least the same degree of care as it uses to protect its own confidential information, but in any event not less than a reasonable degree of care.

(c) GALDERMA INTERNATIONAL SAS shall use its best efforts to ensure any employee of GALDERMA INTERNATIONAL SAS receiving Information Services are informed of and appreciate the confidential nature of the Information Services, and require each such employee to refrain from disclosing or discussing this information with anyone other than the employees of GALDERMA INTERNATIONAL SAS or IMS HEALTH. Only those employees who require access to the Information Services shall have such access and only to those portions of the Information Services necessary to fulfill GALDERMA INTERNATIONAL SAS internal business purposes.

7. Limited Warranty / Limitation of Remedies and Liability:

The warranties and representations stated in this Agreement are exclusive, and in lieu of all other warranties, terms and conditions, express or implied. IMS HEALTH warrants that it will supply the Information Services with all reasonable skill and care and that the Information Services will correspond with any description set out in IMS HEALTH's then current promotional material.

The Information Services are provided on an "as is" basis without any further warranties of any kind. IMS HEALTH does not warrant that the Information Services will meet the present or future needs or objectives of GALDERMA INTERNATIONAL SAS and GALDERMA INTERNATIONAL SAS assumes sole responsibility for the use, selection, and suitability of the Information Services to its needs and objectives.

IMS HEALTH shall be liable for the inaccuracy, incompleteness or late delivery of any Information Services, only when such inaccuracy, incompleteness or late delivery is the direct result of wrongful act by IMS HEALTH; GALDERMA INTERNATIONAL SAS bearing the burden of proof with respect to such matter.

IMS HEALTH's liability for any claim arising out of or in connection with this Agreement, whether in contract or tort (including in each case negligence) or otherwise howsoever shall be limited as follows:

(a) IMS HEALTH shall not be liable for any incidental, consequential or special damages, including but not limited to, lost business, lost profits or third party claims, whether foreseeable or not, even if IMS HEALTH has been advised, knew or should have known of the possibility of such damages, and

(b) IMS HEALTH's total liability, if any, shall not exceed the total annual fees (excluding VAT) last paid by GALDERMA INTERNATIONAL SAS under this Agreement for the specific Information Services having caused the damage.

IMS HEALTH does not exclude or limit liability for death or personal injury caused by its negligence.

8. Force Majeure:

Except for the obligation to pay money, either party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, failure of performance by the other party, earthquake, labour disputes, riots, governmental requirements, inability to secure materials on a timely basis, failure of computer equipment, failures or delays of sources from which information or data is obtained and transportation difficulties. If IMS HEALTH is prevented from providing services by a Force Majeure event, IMS HEALTH shall give written notice to GALDERMA INTERNATIONAL SAS of the occurrence of such an event, and GALDERMA INTERNATIONAL SAS shall then be entitled to suspend its payments for the duration of the Force Majeure event.

9. Data protection:

In this clause, the terms "Personal Data" and "Processing" are as defined by the Data Protection Act 1998. By entering into this Agreement, GALDERMA INTERNATIONAL SAS agrees that any Personal Data, including Personal Data relating to GALDERMA INTERNATIONAL SAS' employees, consultants and agents, provided to IMS HEALTH in connection with this Agreement may be Processed

by IMS HEALTH for the following purposes:

- (a) Administration and provision of the information services, including support, maintenance and billing of the information services;
- (b) To identify and inform GALDERMA INTERNATIONAL SAS, whether by mail, telephone, facsimile, electronic mail, or by other means of communication, of additional IMS Health products and services, which may be of interest to GALDERMA INTERNATIONAL SAS.

The Personal Data may also be shared for these purposes within the wider IMS Health Group of Companies, including with those based in countries outside the European Economic Area ("EEA"), such as the United States. In this case, the IMS Health Group of Companies shall apply company data protection policies and procedures and keep the data secure and confidential, although the importing countries may not provide statutory protections for personal information equivalent to those found within the EEA.

GALDERMA INTERNATIONAL SAS shall obtain any necessary consents from its employees, consultants and agents to the Processing of their Personal Data by the IMS Health Group Companies as outlined above. If GALDERMA INTERNATIONAL SAS, its employees, consultants or agents do not wish to receive marketing communications from IMS Health or that their Personal Data be transferred to other IMS Health Group Companies for marketing purposes, they should please contact IMS Health Service Centre at 7, Harewood Ave, London NW1 6JB, UK or email optout@imshealth.com. GALDERMA INTERNATIONAL SAS' employees, consultants and agents have a right to access and correct their Personal Data Processed pursuant to this Agreement.

10. Miscellaneous:

Without prejudice to paragraph 1 above, this Agreement constitutes the entire agreement between the parties, on the subject matter of this Agreement, and supersedes prior agreements, agreements and representations related to the subject matter of this Agreement, whether written or oral. Neither party attempts to exclude liability for fraudulent misrepresentation. 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 an authorised representative of IMS HEALTH. Neither IMS HEALTH's commencement of performance nor delivery shall be deemed or construed as acceptance of GALDERMA INTERNATIONAL SAS' additional or different terms and conditions. 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 of this Agreement 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), or the right of any of the parties thereafter to enforce each 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 the Terms and Conditions shall not be affected by such judgment, and this Agreement shall be carried out as nearly as possible according to its original terms and intent. 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 Switzerland. In the event of a dispute over its interpretation or execution, the courts of the Canton of Zug, Switzerland shall have exclusive jurisdiction. In the event of inconsistencies between the Standard Terms and Conditions and the IMS HEALTH Information Services Order ("Order Form"), the terms of the IMS HEALTH Information Services Order shall prevail.

IMS AG, Dorfplatz 4, Postfach 176, 6330 Cham, Switzerland

APPENDIX H

DISTRIBUTION OF DATA FROM IMS MIDAS QUANTUM & IMS MIDAS CUSTOMIZED INSIGHTS 2012

The purpose of this document is to communicate IMS' policy regarding the distribution of data that has been extracted from MIDAS. This policy is effective immediately and extends the data distribution rights contained in all MIDAS data agreements.

The policy enables clients to maximise the use of IMS data in their organisation while also protecting IMS's intellectual property and the use of data that may have been licensed on a restricted user basis. Data included in IMS MIDAS Quantum Subscription i.e. Unlimited or Pay As You Go access			IMS MIDAS Customized Insights or unsubscribed data extracted directly i.e. Audit Only Purchased or Audit Not Purchased access (All other data)	
<i>Distributing data to:</i>	Corporate locations*	Non-corporate locations	Corporate locations*	Non-corporate locations
Virtual paper **	Yes	Yes	Yes	Yes
Dataview databases. Any electronic format other than 'virtual paper' ***	Yes	Yes ~ Subject to conditions (Table A)	Yes Distribution charges apply (Table B)	Subject to IMS approval Distribution charges apply (Table B)

Table A - Definitions and additional notes
* A corporate location – involved in strategic marketing and/or consolidating and reporting performance for multiple local operations. Typically working across at least 5 countries, and not a sales or operational function. Includes any subsidiary that is 51% or more owned by the corporation.
** 'Virtual Paper' A simple performance or benchmarking report which traditionally would have been distributed on paper - i.e. – a topline extract report. May take the form of (say) a simple Excel spreadsheet and/or publication on a company intranet, but not in a format which would permit subsequent detailed analytical capabilities e.g. changing the time periods or data selection. Unlikely to exceed more than c200 printed lines. Excel reports from MIDAS should not automatically be considered as 'virtual paper' reports.
*** Any electronic format other than 'virtual paper' – this includes information that has been loaded into internal or approved 3 rd party data warehouses
~ Full equivalent local electronic subscription must be in place. Data licensed for corporate use only may not be distributed in electronic format to non-corporate locations (except as permitted under the definition of 'virtual paper'). Please note that the IMS Audit Viewer is not regarded as electronic delivery

TABLE B – Distribution costs	
1 st additional location	Greater of 10% of report or database cost <i>or</i> \$500
2 nd additional locations	Greater of 20% of report or database cost <i>or</i> \$500
3 rd additional locations	Greater of 30% of report or database cost <i>or</i> \$500
4 th additional locations	Greater of 40% of report or database cost <i>or</i> \$500
5 th additional locations	Greater of 50% of report or database cost <i>or</i> \$500
Enterprise Wide distribution	Greater of 60% of report or database cost <i>or</i> \$500

Notes:

- Any queries originating from the distributed data must be routed to IMS via the purchasing location.
- Clients are responsible for checking Dataview licenses are in place at any 'receiving location' whether or not distribution charges are being paid. (Dataview licenses may be purchased from any IMS office).
- Where distribution is performed by IMS the charges in Table A assume that all copies will be exact replicas of the original study - not subsets, and that distribution will take place simultaneously to all locations. If requirements are different, an additional charge could apply
- Data is licensed to the client and remains the property of IMS Health at all times.
- The client is responsible for ensuring that all authorized recipients of the data are made aware of and adhere to the I M S Health Information Services Standard Terms and Conditions.
- Data that has been licensed for corporate use only *may not* be distributed in electronic format to non-corporate locations (except as permitted under the definition of 'virtual paper').
- The distribution of electronic datasets from IMSM IDAS Quantum and IMS MIDAS Customized Insights is not intended as a substitute for an ongoing agreement to license data for local analytic use. For regular distribution, an equivalent local data electronic license must be in place, which may have been purchased by either the local or corporate location. Please note that the IMS Audit Viewer is not regarded as electronic delivery
- An equivalent local electronic data license is one that contains the attributes that are to be distributed from IMS MIDAS Quantum. For example a local electronic data license with molecule (if available) would be required to distribute IMS MIDAS Quantum electronic datasets containing molecule information
- Corporate and non-corporate locations extend only to the contracted client. Distribution to other companies is subject to the relevant 3rd party and alliance agreements.

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