

747 Molecule and Salt Handling

In the source IMS data units and values get assigned in entirety against each individual molecule in a product. Where there is more than one active ingredient in a product this can result in double counting of sales.

To avoid this all molecules in a product should be set as a double count key in conjunction with pack. Molecule double counting is not addressed in this file format and should be resolved in the end system.

748 Number of files

One archive file containing the text file will be created for each production run. The number of production runs per month will be one a month for Monthly data, and once per quarter for Quarterly data unless a panel is rerun by IMS.

749 File Delivery Mechanism

IMS will deliver production packages using IMS File Express the IMS Global secure https file delivery tool. This will necessitate the registration to the IMS Customer Portal which is free of charge.

Each county's panel will contain a full refresh of data that is subscribed to. The data will not contain delta information. It should also be noted that on a subscription change, the new data subscription will form the basis of the full refresh and will not include any elements of the data definition that are no longer subscribed to.

Notification of the file transfer will be provided by email to 1 central Galderma distribution list. This will be automatically generated by IMS File Express.

7-5 Methodology

The central programme has 4 main processes delivered by the platform:

1. Data acquisition
this is the extraction method of the raw data from MIDAS to the agreed data definitions in terms of panels, measures, data dimensions, and back data.
2. Data transformation
these are the technical data translation processes that converts the raw data to the defined file format ready for checking and delivery.
3. Quality assurance
these are the QA steps at each stage to ensure that the incoming data is correct, and that the transformation process has not corrupted or introduced errors. There are 4 main checks to the data as it progresses through the workflow:
 - a. Compare input vs. Output - the input data to the solution is compared to the output data of the solution after transformation processes have been completed. Comparisons between the 2 pieces of data are made to validate the integrity of the output data.
 - b. Comparison to previous delivery - the information is compared to the previous delivery on a like for like basis, such as January vs. January in March delivery. to an agreed threshold e.g. $\pm 5\%$:
 - c. Delta comparison - the number of data content differences is captured during the transformation process such as the number of products, geographies, time periods, measures.
 - d. Compare trend analysis - : The cyclical nature of the information is analyzed to ensure that abnormal deviances are quantified before the information is released
4. Delivery
- this is the physical delivery of the information and notification of successful transfer.

7-6 Service Levels

761 Delivery

IMS commits to the delivery of the integrated MIDAS and Int PTR datafeed 2 working days after the data becomes available to the IMS team for the Monthly deliveries and 3 working days after the Quarterly deliverables.

In the event that the data panel is delayed, IMS will notify Galderma of the delay and the expected time of availability via email.

Confirmation of successful transfer of the datafeed will be communicated automatically to the confirmed Galderma distribution list.

762 File Access

IMS expects that access of the files will be readily available at all times. In the event that datafiles are not available, the following levels may be raised by Galderma.

- Level A (Crash): the file is inaccessible, unavailable, or corrupt to all users. Action response provided within half a working day (contact must be made by Galderma to IMS directly by telephone).
- Level B (High priority): the file is partially available or not received as expected. Resolution or action provided within 1 working day.
- Level C (Medium priority): questions regarding data, procedures or documentation or any centrally coordinated change requests. Resolution or action provided within 3 working days.
- Level D (Low priority): periodic review, meeting request. Action provided within 5 working days.

763 Query Management

Resolution of a query will depend upon the nature and complexity of the query. IMS will:

- Acknowledge receipt of such query to Galderma within 1 working day.
- IMS will, wherever possible, resolve queries within 5 working days, however in the event of this not being possible, IMS will with Galderma agree an estimated resolution date.
- IMS will then update Galderma every 5 working days until the issue is resolved.
- Query is classed as resolved once a resolution has been sent to Galderma and Galderma confirms that they consider the query resolved.
- Galderma must confirm query is closed within 5 working days of issue being resolved according to IMS.
- KPI-reporting will be provided to monitor this Query Management Process on a regular basis TBD by Galderma / IMS-team.

When Galderma raises a query, notification of the class of issue is required:

- Critical – where important work cannot be continued & where no workaround is available,
- Urgent – where disruption is caused but a workaround is available or
- Not Urgent – where an immediate response is not absolutely necessary.

Status updates will be supplied to Galderma's Representative by the Galderma-IMS Service Team on a weekly basis or other agreed frequency until both parties agree that the correct data/solution has been received. The investigation will be considered closed when Galderma communicates to IMS their agreement to close it. The 'date closed' will be defined as the date that IMS e-mails the resolution to Galderma.

If IMS feels a specific investigation has been closed and Galderma does not agree, a meeting will be held to discuss specific differences of opinions to determine what actions will be taken or applied. If Galderma does not respond to the resolution e-mail within the agreed time working-

days of the date of the e-mail, the investigation will be closed. Galderma may re-open closed investigations for further research should they not be entirely satisfied with the outcome.

The Galderma-IMS Service Team will review with Galderma, on at least a 6 Monthly basis, the type and number of investigations which have been received from Galderma, with a view to resolving special areas of concern.

Investigations that are considered 'global' in nature i.e. those that have industry impact and are not specific to Galderma will be addressed on a case by case basis to assess the overall effect to Galderma as well as on the IMS customer base as a whole.

764 Change Management

IMS class the types of changes that could be requested in the following categories

- File Format
- Delivery mechanism
- Country / Panel Addition or Exclusion
- Change in the Measures – Units, Values, Factors
- Changes to Time Periods – Monthly, Quarterly data
- Requests for Back Data
- Change to market definition – change in market structure
- Change to market data subscription – change in packs
- Changes to the delivery schedule – number of days after production

The nature of the change request may incur additional charges which will be reviewed between IMS and Galderma as appropriate.

765 Escalation Process

If Galderma feels that any investigation is not being resolved by IMS Health to their satisfaction, Galderma has the right to escalate the issue through the Galderma-IMS Team as necessary. Should Galderma wish to escalate beyond their IMS Service Team then the recommended procedure to express dissatisfaction with the service is as follows:

- Galderma can contact directly IMS by phone in standard office hours (9:00-17:00 GMT). The initial contact person will be selected from the UK based project support team and will need to be agreed with Galderma.
- IMS will acknowledge receipt within the first complete working day and give priority to investigating these concerns.
- IMS will then contact Galderma in writing or by phone and offer a detailed response and our intended recourse.

In certain situations it may be necessary to by-pass these processes, due to the urgent nature or significant impact to Galderma, in which case at half a day's notice a 'board' can be called. The participants of this board are likely to be members of the project team, or key people involved in the specific issue.

7-7 Costs and Timescales

Setup one off\$25,000

Configuration of exiting Monthly and Quarterly MIDAS datafeeds.

Implementation of Monthly and Quarterly International Pharmatrend datafeeds.

Production between March 2012 and February 2015..... \$127,400

- Monthly MIDAS: 37 deliveries @ 1300 per delivery = 48100
- Quarterly MIDAS: 13 deliveries @ 1300 per delivery = 16900
- Monthly International Pharmatrend: 36 deliveries @ 1300 per delivery = 46800
- Quarterly International Pharmatrend: 12 deliveries @ 1300 per delivery = 15600

Tasks

- Data acquisition
- Transformation
- QA
- File Transfer

Timelines

- 1 week notification
- 2 weeks development
- 1 week productionisation

Datafeed 2012	Datafeed 2013	Datafeed 2014	Datafeed 2015	Total
\$61 400	\$41 600	\$41 600	\$7 800	\$152 400

VIII. Financial Terms

Galderma International SAS will be invoiced centrally for all Services detailed in Section IV / V / VI / & VII as described above, by IMS AG. Invoices will be delivered to:

Accounting Department
GALDERMA INTERNATIONAL SAS
Tour Europlaza
La Défense 4
20, avenue André Prothin
92927 La Défense Cedex
France

The On-going Services set out in this Agreement, which have a list price amounting to \$6 442 572 will be supplied at a price of \$5 461 375. For the avoidance of doubt, it is understood that the total discount shall be applied to services as described in section IV / V / VI / VII deliverables, on a pro-rata revenue basis over the Term of this Agreement.

3 Year Deal	List Price	Offered Price
Year 2012	\$1 421 099	\$1 211 200
Year 2013	\$2 228 191	\$1 885 941
Year 2014	\$2 329 709	\$1 971 866
Year 2015	\$463 573	\$392 368
Total	\$6 442 572	\$5 461 375

The following invoices will be issued, as follows:

- Quarterly invoices exclusive of VAT – paid every Quarter in advance, from Q2/ 2012 to Q4/2012 inclusive and paid within thirty (30) days end of month and as per the following billing schedule.
- Notwithstanding the terms of Appendix G and notably article 2 (a) of the IMS Terms & Conditions, 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 sixty (60) days only from the date of the invoice until such amounts are paid.

3 months extension of the contract 2011

Invoice Amount	Q1/2012	Q2/2012	Q3/2012	Q4/2012
	\$0	\$308 999	\$0	\$0

Contract 2012 / 2015

Invoice	Q1/2012	Q2/2012	Q3/2012	Q4/2012
Amount	\$0	\$300 734	\$300 734	\$300 734
Invoice	Q1/2013	Q2/2013	Q3/2013	Q4/2013
Amount	\$471 485	\$471 485	\$471 485	\$471 485
Invoice	Q1/2014	Q2/2014	Q3/2014	Q4/2014
Amount	\$492 966	\$492 966	\$492 966	\$492 966
Invoice	Q1/2015	Q2/2015	Q3/2015	Q4/2015
Amount	\$392 368	\$0	\$0	\$0

Total Amount to be paid: \$5 461 375

Notwithstanding the terms of Appendix G and notably article 2 (c) of the IMS Terms & Conditions, the fees set forth herein are not subject to change during the term of this Agreement.

GALDERMA INTERNATIONAL SAS shall have the right to terminate this Agreement, without cause, and without penalty, upon giving a minimum of six (6) months' prior written notice to IMS, provided however, that such notice shall not be given in the first 12 months of the Agreement. In the event of early termination, any discount earned up to that date of termination shall not be subject to forfeiture. For the avoidance of doubt, it is understood that the total discount being provided to GALDERMA INTERNATIONAL SAS shall be earned on a pro-rata revenue basis over the Term of this Agreement.

For the avoidance of doubt it is also understood that GALDERMA INTERNATIONAL SAS will only be under the obligation to pay for Information Services rendered up to the date of termination of the Agreement. GALDERMA INTERNATIONAL SAS will receive a refund, on a pro-rata basis, of any fees already paid covering the remainder of the Agreement.

Parties Intents:

In order to further develop the partnership between Client and IMS, it has been agreed to take the relationship to a strategic level. This undertaking only concerns Galderma International and within Galderma International only the RFPs initiated by the department Marketing Services (Corporate Services only) in the areas mentioned below. This undertaking will terminate upon termination of this Agreement.

Within the limits mentioned above, Galderma will use all reasonable efforts to include IMS in RFPs relating to all Information (data) & Analytics and consulting services relating to the following areas:

- Launch Excellence
- Brand/Promotional Management
- Performance Management/Commercial Effectiveness Management/Resource Optimisation
- Management Consultancy
- Information Management
- Price & Market Access

Galderma agrees to use reasonable efforts to deliver to IMS all RFPs in the areas described above. Galderma ultimate right to select the supplier of its choice at the end of the RFP process remains unaffected.

Listed Supplier Status and access to Opportunities

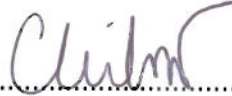
- **Galderma will classify IMS as a listed supplier for Data, Analytics and Consulting**
- **Galderma will communicate IMS's supplier status internally.**
- **IMS will have the right to bid on all RFP's within area of expertise as mentioned above**

IX. Acceptance

IN WITNESS WHEREOF, IMS AG and Galderma International SAS each have caused this agreement to be executed by a duly authorized signatory of the parties.

For GALDERMA INTERNATIONAL SAS

Signature(s):



PRINTED NAME(S):

Milet Chantal

Position/Title:

President Galderma International

Date: 24 (day) May (month) 2012

For IMS AG:

Signature(s):

PRINTED NAME(S):

Position/Title:

Date: (day) (month) 2012

APPENDIX A1 – ONGOING SERVICES DELIVERABLES
3 MONTHS EXTENSION OF THE CONTRACT 2011
MIDAS MONTHLY DATA DELIVERIES

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

ARGENTINA, AUSTRALIA, BELGIUM, BRAZIL, CANADA, CHILE, COLOMBIA, DENMARK, FINLAND, FRANCE, GERMANY, GREECE, INDIA, IRELAND, ITALY, JAPAN Combined, KOREA, MEXICO, NETHERLANDS, NORWAY, PHILIPPINES, POLAND, PORTUGAL, SOUTH AFRICA, SPAIN, SWEDEN, SWITZERLAND, TURKEY, UNITED KINGDOM, SAUDI ARABIA, 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, International Rx & Market type when available.

- **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 5 MATs when available and Monthly.
- **Delivery Format:** Monthly Dataview files.
- **Delivery:** Monthly data deliverable commencing May 2012 until July 2012 inclusive.
- **Delivery Schedule (estimate):** within eight weeks of the required monthly data.
- Galderma International SAS shall retain its level subscription within selected affiliates as per the summary table in Appendix D.

APPENDIX A2 – ONGOING SERVICES DELIVERABLES

CONTRACT 2012 / 2015

MIDAS MONTHLY DATA DELIVERIES

- **Country coverage (Retail unless stated otherwise):**
 - ARGENTINA, AUSTRALIA, BELGIUM, BRAZIL, CANADA, CHILE, COLOMBIA, FRANCE, GERMANY, GREECE, INDIA, IRELAND, ITALY, JAPAN Combined, KOREA, MEXICO, PHILIPPINES, SPAIN, SWEDEN, SWITZERLAND, RUSSIA , UNITED KINGDOM, SAOUDI ARABIA, USA (Defined as US Drugstore/Foodstore, US Mail Order as one Panel), VENEZUELA, POLAND, DENMARK, FINLAND, NORWAY , NETHERLANDS Xponent
- **Data Elements:**
Country, Corporation, Manufacturer, Molecule, International Product, Product, **International Pack, Pack, International Strength**, Launch Date, NFC123 Code, Strength, Salt, ATC4 Level, International Rx & Market type when available.
- **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 5 MATs when available and Monthly.
- **Delivery Format:** Monthly Dataview files.
- **Delivery:** Monthly data deliverable commencing May 2012 until February 2015 inclusive.
- **Delivery Schedule (estimate):** within eight weeks of the required Monthly data.
- Galderma International SAS shall retain its level subscription within selected affiliates as per the summary table in Appendix F.

cu

APPENDIX B1 – MIDAS ONGOING SERVICES DELIVERABLES
3 MONTHS EXTENSION OF THE CONTRACT 2011
MIDAS QUARTERLY DATA DELIVERY

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

CHINA-HONG KONG, MALAYSIA, RUSSIAN FED, SINGAPORE, TAIWAN, TAIWAN HOSPITAL, THAILAND.

- **Data Elements:**

Country, Corporation, Manufacturer, Molecule, International Product, Product, **International Pack, Pack, International Strength**, Launch Date, NFC123 Code, Strength, Salt, ATC4 Level, International Rx & Market type when available.

- **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 5 MATs when available and Quarterly.
- **Delivery Format:** Quarterly Dataview files.
- **Delivery:** 1 Quarterly data deliverable in Q2/ 2012 inclusive.
- **Delivery Schedule (estimate):** within 8 weeks of the required quarterly data.

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

APPENDIX B2 – ONGOING SERVICES DELIVERABLES

CONTRACT 2012 / 2015

MIDAS QUARTERLY DATA DELIVERIES

- **Country coverage (Retail unless stated otherwise):**
 - INDONESIA PHARMACY, MALAYSIA, PORTUGAL, SINGAPORE, SOUTH AFRICA, TAIWAN COMBINED, CHINA-HONG KONG, THAILAND, TURKEY.
- **Data Elements:**
Country, Corporation, Manufacturer, Molecule, International Product, Product, **International Pack, Pack, International Strength**, Launch Date, NFC123 Code, Strength, Salt, ATC4 Level, International Rx & Market type when available.
- **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 5 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 8 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 C1 – ONGOING SERVICES DELIVERABLES
3 MONTHS EXTENSION OF THE CONTRACT 2011
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, RUSSIA, UNITED KINGDOM, SAUDI 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:** 1 Quarterly data deliverable in Q2/ 2012 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 D.