

MASTER SERVICES AGREEMENT (Abraxas Retention Agreement)

This Master Services Agreement (“**Agreement**”), effective as of June __, 2014 (“**Effective Date**”), is made by and between the **Participating IM Sponsors** (as defined in the Global Protocol for Coordinated Retrieval, Review and Return of Certain Sponsor Records (“**Global Protocol**”) that is an exhibit to the Order Approving Motion of Marc P. Barmat, Trustee, and Certain Pharmaceutical Sponsors That Were Customers of the Debtors (i) Approving a Global Protocol for the Coordinated Retrieval, Review and Return of Certain Sponsor Records; (ii) Approving the Retention of Certain Service Providers in Connection Therewith; (iii) Approving a Release and Exculpation of the Trustee, the Participating Sponsors and Certain Other Parties; and (iv) Granting Related Relief dated June __, 2014 (“**Approval Order**”) of the U.S. Bankruptcy Court for the Southern District of Florida, and **Team Support Services, LLC d/b/a Abraxas Worldwide** (“**Vendor**”), a Michigan limited liability company with its principal place of business at 701 East Milham, Portage, Michigan 49002. The Participating IM Sponsors and Vendor are hereinafter sometimes each referred to as a “**Party**” and collectively as “**Parties.**”

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, agree as follows:

1. Engagement; Work Orders. As a result of and effective through the Approval Order, the Participating IM Sponsors have engaged Vendor to provide the services set forth in the Global Protocol to be performed by “Abraxas” (as defined therein) under the terms and conditions of this Agreement, which is subject in all respects to the Approval Order, including the Universal Contract Terms that is an exhibit thereto, and Vendor hereby accepts such engagement.

2. Performance. Vendor shall perform the Services in a competent, diligent and workmanlike manner with reasonable skill and care in accordance with the terms of this Agreement, records and information management best industry standards of professional conduct and applicable law. Vendor shall provide all materials, facilities, supplies and sufficiently skilled and experienced personnel necessary to perform Services as set forth in each Order, and time shall be of the essence in performing the Services. Vendor shall report to the Sponsor Committee and the Administrator (as such terms are defined in the Global Protocol) as they may reasonably request from time to time.

3. Invoicing and Payment. Vendor shall submit to the Administrator written invoices for Services performed at least every 30 days during the period of performance of Services and shall provide supporting documentation as reasonably requested by the Administrator. Payment of each invoice shall be in full compensation for Services performed thereunder. All amounts shall be payable within 30 days of date of invoice. This Agreement relates to the provision of Services only, and Vendor shall not purchase equipment, goods, software or other tangible or intangible property for which it will seek reimbursement from the Administrator, the IM-Related Account (as defined in the Global Protocol) or the Participating IM Sponsors without express prior written authorization from the Administrator.

4. Ownership of Work Product. All right, title, and interest in and to the Sponsor Materials of the Participating IM Sponsors and the IM CDs (as such terms are defined in the Global Protocol) supplied to Vendor shall be and remain the exclusive property of the Participating IM Sponsors, shall be kept by Vendor strictly for performance of Services, and shall not be reallocated to any other work whatsoever, except that Vendor retains exclusive ownership of all of its confidential information. All right, title, and interest in and to all data, information, documents, copyrights, materials and sole or joint inventions of Participating IM Sponsors relating to or arising out of the Services ("**Work Product**") shall belong to and be the property of the Participating IM Sponsors except that Vendor shall retain all right, title and interest in and exclusive or joint ownership of any inventions, designs or proprietary processes invented or developed solely or jointly by Vendor during the performance of Services. Vendor does hereby assign to the Participating IM Sponsors and their Successors all right, title and interest in and to the Work Product to the extent effective in advance, and where not effective shall promptly do and ensure that its Representatives do all acts and sign all documents necessary to perfect the right, title and interest in and to such Work Product as shall be requested by the Participating IM Sponsors, at the expense of the requesting Person. All Work Product prepared by Vendor in the performance of Services shall be promptly surrendered by Vendor to the Participating IM Sponsors upon request of the Administrator or the Sponsor Committee, or on the earlier to occur of the termination or expiration of this Agreement.

5. Term. This Agreement shall become effective as of the Effective Date and shall continue in effect until the Services have been completed ("**Term**").

6. Relationship of Parties. With respect to the subject matter of this Agreement, the Parties are and remain independent contractors. This Agreement shall not be deemed to create an employer/employee relationship, joint venture, partnership, association or agency between the Parties. Neither Party is authorized to incur or create any obligation, express or implied, on behalf of the other Party or to bind the other Party in any manner whatsoever.

7. Compliance with Laws. Vendor shall comply with all laws, rules, regulations and FDA guidelines applicable to performing the Services. Vendor further agrees that it will comply with any stated policies and procedures of the Sponsor Committee including, without limitation, those governing the privacy and security of protected health information, safety, health, harassment and discrimination, in each case as provided to Vendor in writing in advance.

8. Indemnification and Waiver. Vendor shall hold harmless and indemnify the Participating IM Sponsors and their Representatives from and against all suits, demands, losses, damages, judgments, claims or other liability incurred by any of them (including without limitation, property damage and personal injury or death) and shall pay all costs, including reasonable attorneys' fees and costs (collectively "**Liability**"), to the extent that such Liability arises directly from, or is directly related to Vendor's material breach of the Global Protocol or this Agreement or an order of the Bankruptcy Court or the gross negligence, recklessness, willful misconduct or illegal conduct that is criminal, fraudulent or found by the Bankruptcy Court to be otherwise illegal of Vendor or any of its Representatives.

9. Insurance. Vendor shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request:

- (a) Worker's Compensation—in accordance with applicable statutory requirements;
- (b) Commercial General Liability—not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$3,000,000 products/completed operations aggregate.
- (c) Automobile Liability—not less than \$1,000,000 per occurrence; and
- (d) Applicable Professional Liability—not less than \$2,000,000 per occurrence.

10. Representations and Warranties. Vendor represents and warrants to the Participating IM Sponsors that:

(a) Vendor has facilities, supplies, staff and experience sufficient to perform the Services efficiently and expeditiously, and in accordance with the records and information management best industry standards, the terms of this Agreement and applicable law, including, if applicable, cGLP and cGCP;

(b) Neither Vendor nor any of its Representatives who will perform any portion of the Services has ever been debarred pursuant to the United States Food, Drug and Cosmetic Act nor excluded from any federal health care program (including Medicare or Medicaid), and Vendor will notify the Administrator and the Sponsor Committee immediately if any of the foregoing occurs;

(c) The execution, delivery and performance of this Agreement by Vendor does not and will not conflict with or result in breach any term, condition, obligation or restriction of any other agreement of Vendor with any third party;

(d) Vendor shall perform the Services without any unauthorized or unlawful use of any third party intellectual property, proprietary information or know-how; *provided, however*, that the foregoing shall not include off-the-shelf software licensed to Vendor under a shrink-wrap license agreement; and

(e) None of the Work Product provided by Vendor in connection with the performance of the Services will use any intellectual property, proprietary information, content, software or other materials of any third party unless such use is authorized by such third party or permitted by laws applicable to such use.

11. Miscellaneous Provisions.

(a) Governing Law. This Agreement and any Order shall be governed by the laws of the State of **Michigan** without reference to the conflicts of laws or choice of law provisions thereof. **The Parties expressly waive any right to a jury trial of any dispute arising out of or in any way related to this Agreement or any Order, or any breach thereof.**

(b) Non-Waiver; Remedies. No delay by or omission of either Party in exercising any right, power, privilege, or remedy shall impair such right, power, privilege, or remedy or be construed as a waiver thereof. The rights and remedies provided in this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

(c) Taxes. Vendor shall be fully responsible for payment of all income, social security, or other taxes or payments that may be due and owing by Vendor as the result of fees or amounts paid to it for the performance of the Services, and Vendor shall indemnify and hold harmless the Participating IM Sponsors and the Administrator from and against any such tax or payment.

(d) Notices. Notices shall be given by first class mail, express mail, facsimile (followed by confirmation) or overnight delivery, addressed to the applicable Party at the corresponding address given in the preamble of this Agreement, or to such other address as a Party may designate in writing.

(e) Use of Name. Neither Party shall use the name, tradename or trademark of the other Party in any press release, advertisement, publicity material or promotional activity without the prior written consent of such other Party.

(f) Headings. Headings and titles of parts and sections of this Agreement are for convenience only and have no interpretative significance.

(g) Survival. The provisions of Section 4 (Ownership of Work Product), Section 8 (Indemnification and Waiver) and Section 11 (Miscellaneous Provisions) and all provisions of the Universal Contract Terms shall survive the expiration or termination of this Agreement for any reason.

(h) Successors. This Agreement and the covenants hereof are binding on and inure to the benefit of Vendor and its Successors and the Participating IM Sponsors and their Successors solely to the extent provided in the Approval Order.

(i) Assignment. Except as otherwise provided in the succeeding sentence, this Agreement may not be assigned by Vendor without the prior, express written consent of the Administrator. After the IM Termination Date (as defined in the Global Protocol), Vendor may assign or transfer this Agreement without consent to any Affiliate or in connection with the merger, consolidation or transfer of all or substantially all of that portion of its assets to which this Agreement relates.

(j) **“Representatives”** means the members, principals, directors, officers and employees of a Party.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by Vendor through its duly authorized officer effective as of the date set forth in the preamble.

**Team Support Services, LLC d/b/a Abraxas
Worldwide**

By: _____

Name: _____

Title: _____

Date: _____