MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is by and between Pillmaker Pharmaceutical, Inc. ("Pillmaker"), and Mediocre Software, Inc. ("Vendor"). Pillmaker and Vendor are sometimes referred to collectively herein as “the Parties” and individually as a “Party.”

WHEREAS, Pillmaker desires to engage Vendor, based on particular requirements and qualifications as described in individual Task orders; and

WHEREAS, Vendor desires to be engaged in such a capacity;

NOW, THEREFORE, the Parties hereto intending to be legally bound agree as follows:

1. SERVICES

Vendor agrees to perform for Pillmaker the services listed in one or more "Tasks" executed by the Parties ("Services"), which Tasks are incorporated into and form a part of this Agreement. Vendor agrees to perform all services in accordance with Pillmaker’s written requirements and all applicable laws, regulations, rules, ordinances, guidelines and professional standards, including those pertaining to confidentiality, and the use and disclosure of patient health information.

2. TERM & TERMINATION

a. Term. This Agreement will begin on August 9, 2012 and will end on August 8, 2018 unless terminated sooner in accordance with the terms of this Agreement. This Agreement may be renewed for additional periods with the written consent of the Parties.

b. Termination. Vendor may terminate this Agreement or any Task attached hereto upon thirty (30) days written notice to Pillmaker. Pillmaker may terminate this Agreement or any Task attached hereto upon thirty (30) days written notice to Vendor. Upon notice of termination, Vendor shall not, without written authorization from Pillmaker, incur additional expenses or make additional commitments in connection with Services after notification of termination. Pillmaker shall pay all reasonably substantiated costs incurred by Vendor in connection with this Agreement prior to date of notification of termination and additional costs thereafter if authorized in writing by Pillmaker. If this Agreement is terminated due to Vendor's inability to perform Services in a professional and timely manner, Pillmaker's obligation to compensate Vendor for Services shall be limited to actual and reasonable costs.
incurred by Vendor as a result of its satisfactory performance of Services. Termination of this Agreement for any reason shall be without prejudice to either Party's right to recover damages resulting from a breach hereof. The termination of this Agreement shall be executed in an orderly manner. Upon termination Vendor shall deliver to Pillmaker all work, in whatever state of completion, that has begun and been paid for as of the termination date.

3. COMPENSATION

The Parties agree that Vendor will be compensated according to the Statement of Work and Budget of individual any Task attached hereto. No other costs are authorized and no payments shall be made for any cost not set forth in a written Task.

a. Travel Expenses
   Vendor will be reimbursed for reasonable travel expenses, subject to prior approval, incurred as part of providing Service(s) to Pillmaker. No reimbursement will be made for travel expenses incurred by anyone other than the Vendor. Pillmaker reserves the right, at any time, to request copies of receipts associated with invoiced travel and/or other pass-through expenses.

b. Invoices
   Vendors shall submit an invoice detailing the following:
   i. Travel and/or other pass-through expenses for the invoice period.
   ii. The type of service(s) provided for the invoice period.
   iii. Time spent performing such service(s) for the invoice period and cumulative through the invoice period.
   iv. Total amount charged for such service(s) for the invoice period and cumulative through the invoice period.
   v. Total amount of invoice (i.e. service(s) + travel) for the invoice period and cumulative through the invoice period.

Vendor shall submit invoice using one of the following:

<table>
<thead>
<tr>
<th>Regular Mail</th>
<th>Fax</th>
<th>E-mail*</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 60040</td>
<td>(801) 400-1070</td>
<td><a href="mailto:Pillmaker@aeiou.com">Pillmaker@aeiou.com</a></td>
</tr>
</tbody>
</table>

Cots Glenn, CT 05060
*E-mailed invoices must be in PDF-file format and considered to be the “original” invoice. No other electronic formats will be accepted.

Invoices must reference a valid contract database number. Failure to reference a contract number may result in delayed payment. Unstapled, 8 ½” x 11”, single sided invoices are preferred. Failure to provide a valid TIN # may also result in delayed payment.

Contract Database Number: 20123176

c. Payment
Pillmaker shall pay correct invoices within 30 days of receipt.

Checks should be made payable to:

Vendor Payment Address:

OR Electronic Funds Transfer or Wire information should be provided.

4. AMENDMENTS

No amendment hereto will be of any force or effect unless (i) reduced to writing and signed by both Parties hereto, and (ii) expressly referred to as being an amendment of this Agreement.

5. WORK PRODUCT

It is understood and agreed to by the Parties that all data collected under this Agreement, including any compilations, tabulations, or analyses of such data, and all work product related thereto shall be owned by Pillmaker. All rights, title and interest in and to any ideas, discoveries, innovations, new uses, and/or inventions conceived, developed, or reduced to practice by Vendor in the course of or as a result of performing Service(s) under this Agreement shall be the sole property of Pillmaker. Vendor shall assist Pillmaker in securing protection for any such property rights and will execute any applications, assignments and/or documents required to secure such protection. The costs incurred by Vendor in securing such Protection shall be paid by Pillmaker. Vendor further assigns and agrees to assign to Pillmaker all rights, title and interest in and to all copyrightable material created by Vendor pursuant to this Agreement.

6. CONFIDENTIALITY

Vendor agrees to maintain in strict confidence and not to disclose or disseminate, or to use for any purposes other than performance of the Services, any Confidential
Information disclosed, prepared or resulting under this Agreement. Such Confidential Information shall remain the confidential and proprietary property of Pillmaker, and shall be disclosed only to Vendor’s officers, employees, and agents with a need know. The obligation of nondisclosure shall not apply to the Confidential Information which:

(a) at or after such time that it is or becomes publicly available through no fault of Vendor;

(b) at or after such time that it is disclosed to Vendor by a third party entitled to disclose such information;

(c) that is already known to Vendor as shown by its prior written records, provided Vendor so advises Sponsor within fifteen (15) days after disclosure of Confidential Information hereunder;

(d) is required by law to be disclosed to federal, state or local authorities.

For a period of ten (10) years after termination of this Agreement, Vendor shall treat as confidential all Confidential Information and take every reasonable precaution and use all reasonable efforts to prevent the unauthorized disclosure of the same. Vendor agrees to take all steps necessary and appropriate to ensure that Vendor’s officers, employees, and agents treat the Confidential Information as confidential and to ensure that such officers, employees, and agents are familiar with and abide by the terms of this Agreement.

7. **INJUNCTIVE RELIEF**

Vendor acknowledges and agrees that any violation of the terms of this Agreement relating to the disclosure or use of Confidential Information may result in irreparable injury and damage to Pillmaker that may not be adequately compensable in money damages, and for which Pillmaker may have no adequate remedy at law. Vendor, therefore, consents and agrees that Pillmaker may obtain injunctions, orders, or decrees as may be necessary to protect its Confidential Information.

8. **AUDIT RIGHTS**

If Vendor is providing services, systems or solutions which are either directly or indirectly related to Pillmaker regulatory filings, then Pillmaker shall have the right to audit Vendor’s records, premises and facilities as applicable, in order to enable Pillmaker to assess Vendor’s compliance with this Agreement. Pillmaker will provide Vendor with reasonable notice of any audit and such audits will be conducted during normal business hours. If there are any audit findings Vendor shall address the findings in corrective and
preventive action plan. Pillmaker’s audit rights extend to any subcontractors who are providing services related to Pillmaker regulatory filings.

9. INDEMNIFICATION

Vendor shall be solely liable for and expressly agrees to indemnify and hold harmless Pillmaker from any and all liability, claims, loss, damage, costs, including attorneys’ fees, with respect to any liability arising out of Vendor’s negligent or wrongful acts, omissions, or failure to comply with the requirements of this Agreement.

Pillmaker shall be solely liable for and expressly agrees to indemnify and hold harmless Vendor from any and all liability, claims, loss, damage, costs, including attorneys’ fees, with respect to any liability arising out of Pillmaker’s negligent or wrongful acts, omissions, or failure to comply with the requirements of this Agreement.

10. ENTIRETY OF THE AGREEMENT

This Agreement embodies the entire understanding between the Parties, and supersedes all prior understandings and Agreements between the Parties, oral or written, with reference to the subject matter hereof.

11. INDEPENDENT CONTRACTORS

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

12. INSURANCE

Vendor represents that Vendor has adequate insurance to cover Vendor’s obligations hereunder. In the event of any change in Vendor’s insurance situation, Vendor will promptly procure the appropriate insurance coverage to meet Vendor’s obligations. Vendor shall provide Pillmaker with proof of insurance coverage upon request.

13. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party, except that Pillmaker may, without the consent of Vendor, assign the Agreement to an Pillmaker Affiliated Company. An Pillmaker Affiliated Company is one that is majority owned by Pillmaker Pharmaceutical Co., Ltd. or one of its subsidiaries.
14. NOTICE

All notices, certificates and acknowledgments hereunder will be in writing in English and will be deemed properly delivered when delivered by hand, sent by telefax, duly mailed by first class mail, or delivered by courier to the other Party at its address as follows, or to such other address(es) as either Party may, by written notice, designate to the other from time to time.

If to Pillmaker: Pillmaker America Pharmaceutical, Inc.
20 Research Boulevard
Rockville, Maryland 20850
Attn: Legal Affairs Department

If to Vendor: Mediocre Software, Inc.
50 E. Technology Rd., Suite 3020
Wayne, PA 19087
Attn: CFO

15. WAIVER

Waiver of any provision of this Agreement will not be deemed a waiver of any other provision of this Agreement, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

16. HEADINGS

Headings of the paragraphs and subparts of this Agreement are for the convenience of the Parties only, and will be given no substantive or interpretative effect whatsoever.

17. FORCE MAJEURE

Neither Party will be liable to the other for any delay in, nor failure of performance of their respective obligations under this Agreement caused by occurrences beyond the control of the Party (as the case may be).

18. NON-DISCRIMINATION

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. Vendor hereby certifies by signing this Agreement that all services are provided without discrimination on the basis of race, color, religion,
national origin, disability, sex, or veteran’s status; Vendor does not maintain nor provide for Vendor’s employees any segregated facilities, nor will Vendor permit Vendor’s employees to perform their services at any location where segregated facilities are maintained. In addition, Vendor agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section 4212.

“Segregated facilities”, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

19. ANTI-CORRUPTION

a. Compliance Policy: It is the policy of Pillmaker to comply fully with all applicable laws and regulations of all jurisdictions in which it does business. Vendor warrants and represents that it will not take any action that would constitute a violation, or implicate Pillmaker in a violation, of any law of any jurisdiction in which it performs business including without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the United Kingdom Bribery Act (“U.K. Bribery Act”), and where applicable, any other anti-bribery/corruption legislation enacted by countries in which the Vendor provides services to Pillmaker.

b. Non-Compliance: Vendor understands and acknowledges that any non-compliance with the above representations will constitute grounds for termination of this Agreement and any other agreements Vendor has entered into with Pillmaker or any of its affiliated companies.

20. DEBARMENT

a. Vendor hereby certifies that it has not been and that it is not:

   i. debarred under section 306 of the Federal Food, Drug, and Cosmetic Act in connection with this Agreement;

   ii. excluded, debarred, suspended or is otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; nor

   iii. charged with or convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a).
b. Vendor hereby certifies that in its performance of the Services it did not and will not use in any capacity the services of any person or entity that has been:

i. debarred under section 306 of the Federal Food, Drug, and Cosmetic Act in connection with this Agreement;

ii. excluded, debarred, suspended or is otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; nor

iii. charged with or convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a).

c. The certifications herein shall be ongoing during the term of this Agreement and Vendor shall immediately notify Pillmaker of any change in the status of the certifications set forth in this section.

d. Vendor agrees to notify Pillmaker immediately upon becoming aware of any inquiry, commencement of any proceeding, concerning conduct by Vendor, which could result in debarment exclusion, or similar action.

21. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

a. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

b. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United
States as may be necessary to determine the extent of the Contractor’s compliance with this clause.

c. **Definitions.** As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

(1) i. It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

ii. No material change in disadvantaged ownership and control has occurred since its certification;

iii. Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
iv. It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women?

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

i. HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or
   http://www.sba.gov/hubzone;
ii. (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

iii. (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

22. SEVERABILITY

If any part, term or provision of this Agreement will be held void, illegal, unenforceable, or in conflict with any law of any central, state, or local government having jurisdiction over this Agreement, or its subject matter, the validity of the remaining portions or provisions will not be affected thereby.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

24. REPORTING SERIOUS MEDICAL EVENTS AND PRODUCT QUALITY COMPLAINTS

Vendor shall immediately report to Pillmaker (no later than twenty-four (24) hours) all serious medical events or product quality complaints whether believed to be related to an Pillmaker product or not. A serious medical event is one that is fatal or life threatening (i.e., results in an immediate risk of death), is permanently or substantially disabling/incapacitating, requires or prolongs hospitalization, or is a congenital anomaly/birth defect, cancer or medication overdose, results in the development of drug dependency or drug abuse, including any other events believed to be serious or unexpected important medical events or which would suggest a significant hazard, contraindication, side effect, or precaution. A written report should promptly follow within three (3) working days. Vendor will provide assistance to Pillmaker in obtaining follow-up on the serious medical event or product quality complaint information, should it be necessary. The information should be reported via one of the following:

- By telephone – 1-866-200-2007 (Knowital)
- By telephone - 1-800-400-9007 (other Pillmaker products)
- By email – IRAE.receipt@Pillmaker.com
To comply with the aforementioned reporting requirements, Vendor agrees to the following for its personnel involved in executing the services to be performed in any Statement of Work associated with this Agreement:

a. Such personnel will be provided training to ensure that the procedures set forth by Pillmaker for handling adverse events, product complaints, and products quality issues are followed.

b. Training that includes (but may not be limited to) an acknowledgement that such personnel have received reporting instructions for adverse events, product complaints, and products quality issues; or certification that such personnel have been trained on Pillmaker’s policies and procedures for handling adverse events, product complaints, and products quality issues.

~ Signatures appear on next page ~
IN WITNESS WHEREOF the parties have electronically signed this agreement using the Enterprise Contract Management system as of the dates listed below:

Contract number: 20123176

Pillmaker America Pharmaceutical, Inc.

Name:

Title:

Date:

Vendor

MEDOIOCRE SOFTWARE, INC

Name:

Title: Authorized Representative

Date: