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UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Jon Leibowitz, Chairman**
J. Thomas Rosch
Edith Ramirez
Julie Brill

In the Matter of **HEALTHCARE TECHNOLOGY HOLDINGS, INC.,** **a corporation**.	**Docket No. C-4340**

DECISION AND ORDER
[Redacted Public Version]

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Healthcare Technology Holdings, Inc. ("Respondent Healthcare Technology") through its wholly owned subsidiary, IMS Health Incorporated ("IMS"), of SDI Health LLC and Respondent Healthcare Technology having been furnished thereafter with a copy of a draft Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondent Healthcare Technology with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondent Healthcare Technology, its attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order ("Consent Agreement"), containing an admission by Respondent Healthcare Technology of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent Healthcare Technology that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondent Healthcare Technology has violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an Order to Hold Separate and Maintain Assets and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of

thirty (30) days for the receipt and consideration of public comments, and having modified the Decision and Order in certain respects, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Healthcare Technology is a corporation organized, existing and doing business under and by virtue of the laws of Delaware with its office and principal place of business located at 83 Wooster Heights Road, Danbury, CT 06810.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

A. "Healthcare Technology" means Healthcare Technology Holdings, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Healthcare Technology Holdings, Inc. (including SDI Health LLC, after the Acquisition Date), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "SDI Holdings" means SDI Health Holdings LLC, a limited liability corporation organized, existing and doing business under and by virtue of the laws of Delaware, with its office and principal place of business located at 1 SDI Drive, Plymouth Meeting, PA 19462.

C. "SDI" means SDI Health LLC, a limited liability company organized, existing, and doing business under and by virtue of the laws of Delaware, with its office and principal place of business located at 1 SDI Drive, Plymouth Meeting, PA 19462.

D. "Commission" means the Federal Trade Commission.

E. "Acquirer" means the Person approved by the Commission to acquire the SDI Audit Business pursuant to Paragraph II.A or Paragraph VIII of this Order.

F. "Acquirer Audit Employee" means any person employed by the Acquirer who has devoted any of his or her time to SDI Medical Audit Products or SDI Promotional Audit Products after the Effective Date.

G. "Acquisition" means Respondent Healthcare Technology's acquisition of SDI Holding's membership interests in SDI.

H. "Acquisition Date" means the date on which the Acquisition is consummated.

I. "Confidential Business Information" means competitively sensitive, proprietary, and all other information that is not in the public domain owned by or pertaining to a Person or a Person's business, and includes, but is not limited to, all customer lists, price lists, contracts, cost information, marketing methods, technologies, processes, or other trade secrets.

J. "Copyrights" means rights to all original works of authorship of any kind Related To the SDI Audit Business, and any registrations and applications for registrations thereof, including, but not limited to, the following: all such rights with respect to all promotional, marketing and advertising materials, educational and training materials for the sales force, and sales forecasting models; copyrights in all process development data and reports Relating To the SDI Medical Audit Products or the SDI Promotional Audit Products, including copyrights in all raw data, statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze research data, market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all copyrights in customer information; all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, manufacturing records, manufacturing processes, and supplier lists.

K. "Designated Employee" means:

1. any employee or person filling the job descriptions listed in Confidential Exhibit A to this Order; and

2. any other person who has been identified by the Acquirer and the Monitor, and determined by Commission staff to have devoted more than 50% of his/her time to SDI Medical Audit Products or SDI Promotional Audit Products in the twelve (12) months preceding the Acquisition Date.

PROVIDED HOWEVER, that the employees named in Confidential Exhibit A-1 to this Order are not Designated Employees.

L. "Divestiture Agreement" means any agreement that receives the prior approval of the Commission between Respondent Healthcare Technology (or a Divestiture Trustee appointed pursuant to Paragraph VII of this Order) and an Acquirer to purchase the SDI Audit Business, and all amendments, exhibits, attachments, agreements, and schedules thereto that have been approved by the Commission.

M. "Effective Date" means the date on which the divestitures and assignments pursuant to Paragraph II or Paragraph VII of this Order are consummated.

N. "Hold Separate" means the Order to Hold Separate and Maintain Assets, with Paragraphs I.F and I.G now superseded by the following:

1. Paragraph I.F.: "Held Separate Business" means the SDI Audit Business, SDI OSA, SDI Report Generator (including all development and maintenance thereof), and the Held Separate Business Employees.

PROVIDED HOWEVER, Respondent Healthcare Technology may use SDI Report Generator as allowed under the license described in Paragraph II.A. of the Order

2. Paragraph I.G: "Held Separate Business Employees" means the Designated Employees and any full-time, part-time, or contract employee of SDI who devoted more than 50% of his or her time to the SDI Audit Business, SDI OSA, or SDI Report Generator.

O. "IMS Medical Audit Products" means products developed and sold by Respondent Healthcare Technology that contain estimates of disease-specific diagnoses made, and therapies prescribed by, physicians in the United States, including, but not limited to, the product known and sold as National Disease and Therapeutic Index.

P. "IMS Promotional Audit Products" means products developed and sold by Respondent Healthcare Technology that contain estimates of pharmaceutical promotional activities in the United States, including but not limited to products known and sold as Integrated Promotional Services and IMS Promo 360, and any and all components thereto.

Q. "Kantar License" means the February 26, 2010, license agreement between Competitive Media Report, LLC (d/b/a Kantar Media Intelligence) and SDI.

R. "Medical Audits" means products developed, produced, and sold that contain estimates of disease-specific diagnoses made, and therapies prescribed by, physicians in the United States, other than IMS Medical Audit Products and SDI Medical Audit Products.

S. "Patents" means all patents, patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention and statutory invention registrations, in each case existing as of the Acquisition Date, and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions, Related To any product of or owned by Respondent Healthcare Technology as of the Acquisition Date.

T. "Person" means any natural person, partnership, corporation, association, trust, joint venture, government, government agency, division, or department, or other business or legal entity.

U. "Promotional Audits" means products developed, produced, and sold that contain estimates of pharmaceutical promotional activities in the United States, other than IMS Promotional Audit Products and SDI Promotional Audit Products.

V. "Recently Signed Customer" means any third party that entered into a new contract for the purchase of any IMS Medical Audit Product or IMS Promotional Audit Product from IMS any time during the period beginning ninety (90) days before the Acquisition Date and ending the day after the Effective Date.

PROVIDED, HOWEVER, any third party that renews a contract for an IMS Medical Audit Product or IMS Promotional Audit Product that was in existence prior to 90 days before the Acquisition Date is not a Recently Signed Customer.

W. "Relating To" or "Related To" means pertaining in any way to, and is not limited to that which pertains exclusively to or primarily to.

X. "SDI Audit Business" means all assets Relating To the SDI Medical Audit Products and the SDI Promotional Audit Products, including but not limited to:

1. all information owned by, or in the possession or control of, SDI, that is not in the public domain and that is Related To the research, development, marketing, commercialization, cost, supply, sales, sales support, or use of the SDI Medical Audit Products or the SDI Promotional Audit Products, including, but not limited to, all past and present lists of physician survey participants (including name, address, and relevant contact information), customer lists, current and historical customer purchases and data, historical data, complaints, vendor lists (including the name, address, and relevant contact person for each past and present vendor for a period of the past three (3) years) and any other information possessed by SDI in any location Relating To the SDI Medical Audit Products or the SDI Promotional Audit Products.

2. all of the following Related To: (1) each SDI Medical Audit Product owned by SDI or for which SDI has the right to sub-license to third parties as of the Acquisition Date, (2) each SDI Promotional Audit Product owned by SDI or for which SDI has the right to sub-license to third parties as of the Acquisition Date and (3) the SDI Report Generator:

   a. Copyrights;

   b. Patents;

c. Software;

d. Trademarks;

e. Trade Dress;

f. trade secrets, know-how, utility models, design rights, techniques, data, inventions, practices, quality control methods in process, protocols, methods and other confidential or proprietary technical, business, research, development and other information, and all rights in any jurisdiction to limit the use or disclosure thereof;

g. rights to obtain and file for Patents and Copyrights and registrations thereof;

h. rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing;

i. the exclusive right to all intellectual property used in the research, development, and sale of SDI Medical Audit Products, SDI Promotional Audit Products, and the SDI Report Generator, including, but not limited to, Software, computer programs, Patents, licenses (including licenses to third-party software if transferable and sub-licenses to software modified by SDI), know-how, risk analysis, certificates of analysis, goodwill, technology, trade secrets (including, but not limited to, recipes and formulae), technical information (including, but not limited to, final product specifications), marketing information, protocols (including, but not limited to, operational manuals), quality control information, Trademarks, trade names, service marks, logos, and the modifications or improvements to such intellectual property; and

3. all of SDI's rights, title, and interest in all physical assets Relating To the development, manufacture, sale, and distribution of the SDI Medical Audit Products and the SDI Promotional Audit Products including, without limitation, the following:

a. all equipment, supplies, computer hardware, and other tangible personal property Relating To the production, development, and sale of SDI Medical Audit Products and SDI Promotional Audit Products.

PROVIDED, HOWEVER, that SDI Audit Business does not include any real property, plant facilities, or buildings.

PROVIDED, FURTHER, HOWEVER, that SDI Audit Business does not include any products that are developed, produced, or sold by SDI as, or assets or employees used exclusively for, SDI SFSS, SDI OSA, or SDI Vector One.

Y. "SDI Audit Customer Contracts" means the customer contracts for the purchase and sale of SDI Medical Audit Products and SDI Promotional Audit Products, including but not limited to, the contracts identified in Exhibit B. SDI Audit Customer Contracts includes contracts between SDI and a customer that are not exclusively for SDI Medical Audit Products or SDI Promotional Audit Products, but include other SDI products, to the extent that such contracts pertain to the purchase and sale of SDI Medical Audit Products or the purchase and sale of SDI Promotional Audit Products.

Z. "SDI DC Middleware" means the source code and the object code of those software components and data modules that host or support the execution and required data movements for the SDI DC Software and all corresponding documentation.

AA. "SDI DC Software" means the software program used to collect, enter, and maintain all data Relating To the SDI Medical Audit Products and the SDI Promotional Audit Products, including the SDI DC Middleware and the SDI DC User Interface.

BB. "SDI DC User Interface" means the source code and object code of the user interface programs for the SDI DC Software and all corresponding documentation.

CC. "SDI Medical Audit Products" means the products developed, produced, and sold by SDI that contain estimates of disease-specific diagnoses made and therapies prescribed by physicians. SDI Medical Audit Products include but are not limited to the audit products known as Physician Drug and Diagnosis Audit (PDDA) and Physician Drug and Diagnosis Audit (including Pain Panel).

DD. "SDI OSA" means the audit product developed, produced, and sold by SDI under the name Oncology Selling Audit.

EE. "SDI PR Middleware" means the source code and the object code of those software components and data modules that host or support the execution and required data movements for the SDI Partner Rewards System, and all corresponding documentation.

FF. "SDI PR User Interface" means the source code and the object code of the user interface programs for the SDI Partner Rewards System and all corresponding documentation.

GG. "SDI Partner Rewards System" means the software program used by SDI to manage the physician panels Relating To the SDI Medical Audit Products and the SDI Promotional Audit Products, including the SDI PR Middleware and the SDI PR User Interface.

HH. "SDI Promotional Audit Products" means the products developed, produced, and sold by SDI that contain estimates of pharmaceutical promotional activities, including all historical data associated with those products. SDI Promotional Audit Products include but are not limited to the audit products known as: Personal Selling Audit (PSA); Hospital Selling Audit (HPSA); Nurse Practitioner/Physician Assistant Promotion Audit (NPPA); Physician Meeting and Event Audit (PMEA); Direct to Consumer Advertising Audit (DTCA); Professional Journal Advertising Audit (PJA); Sample Distribution Audit (SDA); ePromotion Audit (ePromo); and Managed Care Promotional Audit (MCPA).

II. "SDI Report Generator" means the software program used in conjunction with the SDI Medical Audit Products and the SDI Promotional Audit Products for the preparation and display of audit data and known as Report Generator Delivery (RG) Tool, including the RG Middleware and RG User Interface, and all corresponding documentation.

JJ. "SDI RG Middleware" means the source code and the object code of those software components and data modules that host or support the execution and required data movements for the SDI Report Generator and all corresponding documentation.

KK. "SDI RG User Interface" means the source code and the object code of the user interface programs for the SDI Report Generator and all corresponding documentation.

LL. "SDI SFSS" means the audit product developed, produced, and sold by SDI under the name Sales Force Structures and Strategies.

MM. "SDI Vector One" means the suite of products developed, produced, and sold by SDI under the Vector One name that rely on longitudinal anonymized patient level prescription data and other data sources to provide information on prescriptions, procedures, prescribers, payers, pharmacies, and other aspects of healthcare, including all historical data associated with those products. SDI Vector One includes the products known as Vector One: National (VONA), Vector One: Payer (VOPA), Vector One: Payer Dynamics (VOPD), Vector One: InSite Comprehensive Experience (VOICE), Vector One: Consumer Analytics (VOCA), Vector One: Market Pharmacy (VOMP), Vector One: Prescriber Extract (VOPEX), and Vector One: Prescriber (Provider Targeting) (VOPT).

NN. "Software" means computer programs Related To the production and use of SDI Medical Audit Products or SDI Promotional Audit Products, including all software implementations of algorithms, models, and methodologies whether in source code or object code form, databases and compilations, including any and all data and collections of data, all documentation, including user manuals and training materials, Related To any of the foregoing and the content and information contained on any website; PROVIDED, HOWEVER, that Software does not include software that can readily be purchased or licensed from sources other than Respondent Healthcare Technology and which has not been modified in a manner material to the use or function thereof (other than through user preference settings).

OO. "Trade Dress" means the current trade dress of a particular product or Person including, without limitation, product packaging, logos, and the lettering of the product trade name, brand name, or corporate name.

PROVIDED, HOWEVER, that Trade Dress does not include the name SDI or any manifestations thereof, except that (1) Respondent Healthcare Technology will not market a Medical Audit Product or Promotional Audit Product using the name SDI; and (2) Acquirer may reference that the SDI Medical Audits Products and SDI Promotional Audits Products were previously sold by SDI Health LLC.

PP. "Trademark(s)" means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights, and the goodwill symbolized thereby and associated therewith, for the SDI Medical Audit Products or the SDI Promotional Audit Products.

PROVIDED, HOWEVER, that Trademark does not include the name SDI, except that (1) Respondent Healthcare Technology will not market a Medical Audit Product or Promotional Audit Product using the name SDI; and (2) Acquirer may reference that the SDI Medical Audit Products and SDI Promotional Audit Products were previously sold by SDI Health LLC.

II.

IT IS FURTHER ORDERED that:

A. Respondent shall divest the SDI Audit Business and assign the SDI Audit Customer Contracts absolutely and in good faith, as an on-going business, no later than 90 days from the Acquisition Date, to an Acquirer that receives the prior approval of the Commission and in a manner (including execution of a Divestiture Agreement with the Acquirer) that receives the prior approval of the Commission.

PROVIDED, HOWEVER, that if any of the SDI Audit Customer Contracts are not assignable or the contracting Person refuses to accept the Acquirer, Respondent Healthcare Technology shall use reasonable best efforts to facilitate the Acquirer's acquisition of a similar contract with similar terms from the customer.

PROVIDED, HOWEVER, that Respondent Healthcare Technology may retain a two-year, non-exclusive, fully paid-up and royalty-free license, solely to support SDI OSA and SDI Vector One, including the right to sub-license the SDI Report Generator to existing and new SDI OSA and SDI Vector One customers, to provide customer support to sublicensees, and to update the software as needed to support SDI OSA and SDI Vector One.

PROVIDED FURTHER, HOWEVER, that Respondent Healthcare Technology may, at the end of the initial two-year license term, seek a two-year, non-exclusive license on terms negotiated with the Acquirer. Such license shall be limited solely to the provision of customer and technical support to the Respondent's sublicensees existing at the expiration of the initial two-year license term as needed to support solely SDI OSA and SDI Vector One.

B. At the Acquirer's option, Respondent Healthcare Technology shall assign to the Acquirer all intellectual property Relating To the SDI Medical Audit Products and the SDI Promotional Audit Products licensed to SDI and used with the SDI Audit Business, to the extent the licensor will agree to the transfer, including the Kantar License, absolutely and in good faith and at no minimum price.

C. The Divestiture Agreement shall include, at the Acquirer's option, one or more transition services agreements for the provision of services to be provided by Respondent Healthcare Technology to the Acquirer. Such agreements shall be subject to the prior approval of the Commission and become a part of the Divestiture Agreement.

1. Such agreements may include, among other things:

   a. an agreement for sales training and support;

   b. an agreement for technical assistance. Such technical assistance agreement may include, among other things, training in the maintenance and troubleshooting of the SDI Report Generator software, including its source code; and

   c. an agreement for information technology services, including but not limited to, data migration services.

2. Respondent Healthcare Technology shall not terminate any transition services agreement before the end of the term approved by the Commission without:

   a. the written agreement of the Acquirer and thirty (30) days prior notice to the Commission; or,

   b. in the case of a proposed unilateral termination by Respondent Healthcare Technology due to an alleged breach of an agreement by the Acquirer, sixty (60) days notice of such termination.

   PROVIDED, HOWEVER, such sixty (60) days notice shall be given only after the parties have:

(1) attempted to settle the dispute between themselves, and

(2) engaged in arbitration and received an arbitrator's decision, or

(3) received a final court decision after all appeals.

D. Any Divestiture Agreement that has been approved by the Commission between Respondent Healthcare Technology (or a Divestiture Trustee) and a Commission-approved Acquirer shall be deemed incorporated into this Order, and failure by Respondents to comply with any term of such Divestiture Agreement shall constitute a failure to comply with this Order.

E. The purposes of this Paragraph II of the Order are: (1) to ensure the continuation of the SDI Audit Business as a going concern in the same manner in which it conducted business as of the date the Consent Agreement is signed, and (2) to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that:

A. Respondent Healthcare Technology shall, within five (5) days after the Effective Date, notify each Recently Signed Customer of its right to terminate its current contract for the purchase of IMS Medical Audit Products or IMS Promotional Audit Products. Such notification shall be in the form of the notification attached as Exhibit D to this Order.

B. Respondent Healthcare Technology shall terminate the relevant contract within thirty (30) days of receiving a Recently Signed Customer's request to terminate. The Recently Signed Customer's right to terminate shall continue for six (6) months from the date the Recently Signed Customer receives notice pursuant to Paragraph III.A. Termination of the relevant contract shall be without penalty or charge, and shall be effective immediately upon request of the Recently Signed Customer.

IV.

IT IS FURTHER ORDERED that:

A. Respondent Healthcare Technology shall allow the Acquirer an opportunity to recruit and employ any Designated Employee(s) under the following terms and conditions:

1. No later than seven (7) days after execution of a Divestiture Agreement, Respondent Healthcare Technology shall facilitate employment interviews between each Designated Employee and the Acquirer, including providing the names and contact information for such employees and allowing such employees

reasonable opportunity to interview with the Acquirer, and shall not discourage such employee from participating in such interviews;

2. Respondent Healthcare Technology shall not interfere in employment negotiations between each Designated Employee and the Acquirer;

3. With respect to each Designated Employee who receives an offer of employment from the Acquirer, Respondent shall:

   a. not prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the Designated Employee from being employed by the Acquirer, and shall not offer any incentive to the Designated Employee to decline employment with the Acquirer;

   b. cooperate with the Acquirer in effecting transfer of the Designated Employee to the employ of the Acquirer, if the Designated Employee accepts an offer of employment from the Acquirer;

   c. eliminate any contractual provisions or other restrictions entered into or imposed by Respondent Healthcare Technology that would otherwise prevent the Designated Employee from being employed by the Acquirer;

   d. eliminate any confidentiality restrictions that would prevent the Designated Employee who accepts employment with the Acquirer from using or transferring to the Acquirer any information Relating To the operation of the SDI Audit Business; and

   e. unless alternative arrangements are agreed upon with the Acquirer, retain the obligation to pay for the benefit of any Designated Employee who accepts employment with the Acquirer, all accrued bonuses, vested pensions, and other accrued benefits.

B. Respondent Healthcare Technology shall not, for a period of two (2) years following the Effective Date, directly or indirectly, solicit, induce, or attempt to solicit or induce any Designated Employee who is employed by the Acquirer, any Acquirer Medical Audit Employee, or any Acquirer Promotional Audit Employee to terminate his or her employment relationship with the Acquirer;

PROVIDED, HOWEVER, Respondent Healthcare Technology may place general advertisements for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at the Acquirer's employees;

PROVIDED FURTHER, HOWEVER, Respondent Healthcare Technology may hire Designated Employees or Acquirer Audit Employees who apply for employment with

Respondent Healthcare Technology as long as such employees were not solicited by Respondent Healthcare Technology in violation of this Paragraph.

C. For a period of two (2) years from the Acquisition Date (hereinafter "Restricted Period"), Respondent Healthcare Technology shall not solicit, induce, or attempt to induce any Person to transfer to Respondent Healthcare Technology any business Relating to the SDI Audit Customer Contracts assigned, transferred, or acquired pursuant to Paragraph II of this Order.

PROVIDED, HOWEVER, that nothing in this paragraph shall prevent Respondent Healthcare Technology from responding to an unsolicited invitation to bid on a contract from any Person during the Restricted Period.

V.

IT IS FURTHER ORDERED that:

A. Except in the course of performing its obligations under the Divestiture Agreement, or as expressly allowed pursuant to this Order:

1. Respondent Healthcare Technology shall not provide, disclose or otherwise make available any Confidential Business Information Relating To the SDI Audit Business to any Person;

2. Respondent Healthcare Technology shall not use any Confidential Business Information Relating To the SDI Audit Business for any reason or purpose. Among other things, Respondent Healthcare Technology shall not use such Confidential Business Information:

a. to assist or inform Respondent Healthcare Technology employees who develop, solicit for sale, sell, or service Respondent Healthcare Technology products that compete with the products divested pursuant to this Order. For example, Respondent Healthcare Technology employees who had positions Related To the sale of SDI Medical Audit Products shall not be allowed to use any Confidential Business Information they may have about customers or the SDI Medical Audit Products to assist Respondent Healthcare Technology in the sale of the IMS Medical Audit Products;

b. to interfere with any suppliers, distributors, resellers, or customers of the Persons who acquired the SDI Audit Business;

c. to interfere with any contracts divested or assigned pursuant to this Order; or

d. to interfere in any other way with the Acquirer of the SDI Audit Business pursuant to this Order.

3. From the time of the Acquisition until the Effective Date:

a. Respondent Healthcare Technology shall not provide, disclose or otherwise make available any Confidential Business Information Relating to SDI OSA or SDI Report Generator to any Person; and

b. Respondent Healthcare Technology shall not use any Confidential Business Information Relating To SDI OSA or SDI Report Generator for any reason or purpose. Among other things, Respondent Healthcare Technology shall not use such Confidential Business Information:

(1) to assist or inform Respondent Healthcare Technology employees who develop, solicit for sale, sell, or service Respondent Healthcare Technology products that compete with the products divested pursuant to this Order.

(2) to interfere with any suppliers, distributors, resellers, or customers of the Persons who acquired the SDI Audit Business;

(3) to interfere with any contracts divested or assigned pursuant to this Order; or

(4) to interfere in any other way with the Acquirer of the SDI Audit Business pursuant to this Order.

B. The requirements of this Paragraph V do not apply to Confidential Business Information that Respondent Healthcare Technology demonstrates:

1. was or becomes generally available to the public other than as a result of a disclosure by Respondent Healthcare Technology, or

2. was available, or becomes available, to Respondent Healthcare Technology on a non-confidential basis, but only if, to the knowledge of Respondent Healthcare Technology, the source of such information is not in breach of a contractual, legal, fiduciary, or other obligation to maintain the confidentiality of the information.

VI.

IT IS FURTHER ORDERED that**:**

A. Stuart A. Samuels shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent Healthcare Technology and attached as Exhibit C ("Monitor Agreement") and Confidential Exhibit C-1 ("Monitor Compensation"). The Monitor is appointed to assure that Respondent Healthcare Technology expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order and the Hold Separate.

B. The Monitor Agreement shall require that, no later than one (1) day after the Acquisition Date, Respondent Healthcare Technology transfers to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to this Order and the Hold Separate, and consistent with the purposes of this Order.

C. No later than one (1) day after the Acquisition Date, Respondent Healthcare Technology shall, pursuant to the Monitor Agreement, transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to this Order and the Hold Separate, and consistent with the purposes of this Order.

D. Respondent Healthcare Technology shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:

1. The Monitor shall have the power and authority to monitor Respondent Healthcare Technology's compliance with the terms of the Order and the Hold Separate, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission including, but not limited to:

    a. Assuring that Respondent Healthcare Technology expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order and the Hold Separate; and

    b. Monitoring any agreements between Respondent Healthcare Technology and the Acquirer.

2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

3. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondent Healthcare Technology's personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may

reasonably request, Related To Respondent Healthcare Technology's compliance with its obligations under the Order. Respondent Healthcare Technology shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondent Healthcare Technology's compliance with the Order.

4. The Monitor shall serve, without bond or other security, at the expense of Respondent Healthcare Technology on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent Healthcare Technology, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. The Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.

5. Respondent Healthcare Technology shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Monitor.

6. The Monitor Agreement shall provide that within one (1) month from the date the Monitor is appointed pursuant to this paragraph, and every thirty (30) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondent Healthcare Technology of its obligations under the Order.

7. Respondent Healthcare Technology may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; PROVIDED, HOWEVER, such agreement shall not restrict the Monitor from providing any information to the Commission.

E. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Monitor's duties.

F. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:

1. The Commission shall select the substitute Monitor, subject to the consent of Respondent Healthcare Technology, which consent shall not be unreasonably withheld. If Respondent Healthcare Technology has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent Healthcare Technology of the identity of any proposed Monitor, Respondent Healthcare Technology shall be deemed to have consented to the selection of the proposed Monitor.

2. Not later than ten (10) days after appointment of the substitute Monitor, Respondent Healthcare Technology shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to monitor Respondent Healthcare Technology's compliance with the relevant terms of the Order in a manner consistent with the purposes of the Order.

G. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

H. A Monitor appointed pursuant to this Order may be the same person appointed as the Divestiture Trustee pursuant to the relevant provisions of this Order and may also be the same person appointed as the Manager pursuant to the Hold Separate.

VII.

IT IS FURTHER ORDERED that:

A. If Respondent Healthcare Technology has not fully complied with the obligations as required by Paragraphs II, III, and IV of this Order, the Commission may appoint a Divestiture Trustee to divest the SDI Audit Business and enter into other agreements, assignments, and licenses, in a manner that satisfies the requirements of this Order.

In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondent Healthcare Technology shall consent to the appointment of a Divestiture Trustee in such action to effectuate the divestitures and other obligations as described in Paragraphs II, III, and IV. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph VII shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondent Healthcare Technology to comply with this Order.

B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Healthcare Technology, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondent Healthcare Technology has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent Healthcare Technology of the identity of any proposed Divestiture Trustee, Respondent Healthcare Technology shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondent Healthcare Technology shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestitures required by this Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph VII, Respondent Healthcare Technology shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to divest the SDI Audit Business and enter into all agreements, licenses and assignments as described in Paragraph II of this Order.

2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to divest the SDI Audit Business and enter into all agreements, licenses and assignments as described in Paragraph II of this Order, absolutely and in good faith, at no minimum price, to one or more acquirers that receives the prior approval of the Commission and in a manner that receives the prior approval of the Commission. If, however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period or periods may be extended by the Commission; PROVIDED, HOWEVER, the Commission may extend the divestiture period only two (2) times.

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the relevant assets that are required to be divested by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent Healthcare Technology shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent Healthcare Technology shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the

divestiture. Any delays in divestiture caused by Respondent Healthcare Technology shall extend the time for divestiture under this Paragraph VII in an amount equal to the delay, as determined by the Commission.

4. The Divestiture Trustee shall use best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent Healthcare Technology's absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an acquirer as required by this Order.

   PROVIDED, HOWEVER, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity for assets and businesses to be divested pursuant to Paragraph II and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondent Healthcare Technology from among those approved by the Commission;

   PROVIDED FURTHER, HOWEVER, that Respondent Healthcare Technology shall select such entity within five (5) days after receiving notification of the Commission's approval.

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent Healthcare Technology, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent Healthcare Technology, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondent Healthcare Technology, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondent Healthcare Technology shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.

7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.

8. The Divestiture Trustee shall act in a fiduciary capacity for the benefit of the Commission.

9. The Divestiture Trustee shall report in writing to Respondent Healthcare Technology and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.

10. Respondent Healthcare Technology may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER,* such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

11. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.

E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph VII.

F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the obligations under Paragraph II of this Order.

G. The Divestiture Trustee(s) appointed pursuant to Paragraph VII of this Order may be the same Person appointed as the Monitor pursuant to Paragraph VI of this Order and may also be the same person appointed as the Manager pursuant to the Hold Separate.

VIII.

IT IS FURTHER ORDERED that for a period of ten (10) years from the date this Order becomes final:

A. Respondent Healthcare Technology shall not, without the prior approval of the Commission, acquire, directly or indirectly, any assets divested pursuant to this Order; and

B. Respondent Healthcare Technology shall not, without providing advance written notification to the Commission in the manner described in this Paragraph VIII.B, directly or indirectly, acquire:

1. any stock, share capital, equity, or other interest in any Person, corporate or non-corporate, that produces, designs, manufactures, or sells Promotional Audit Products or Medical Audit Products in or into the United States; or

2. any assets used at the time of the acquisition, or during the six (6) month period prior to the acquisition, in the design, manufacture, production, or sale of Promotional Audit Products or Medical Audit Products in or into the United States.

Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (herein referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondent Healthcare Technology and not of any other party to the transaction. Respondent Healthcare Technology shall provide the Notification to the Commission at least thirty days prior to consummating the transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondent Healthcare Technology shall not consummate the transaction until thirty days after submitting such additional information or documentary material. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

PROVIDED, HOWEVER, that prior notification shall not be required by this paragraph for a transaction for which Notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

PROVIDED, FURTHER, HOWEVER, that prior notification shall not be required by this Paragraph VIII.B for any acquisition after which Respondent Healthcare Technology would hold not more than one percent of the outstanding securities or other equity interest in any Person described in this Paragraph VIII.B.

IX.

IT IS FURTHER ORDERED that:

A. Within thirty (30) days after the date this Order becomes final, and every sixty (60) days thereafter until Respondent Healthcare Technology has fully complied with Paragraphs II, III, and IV of this Order, Respondent Healthcare Technology shall submit to the

Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order. Respondent Healthcare Technology shall submit at the same time a copy of its report concerning compliance with this Order to the Monitor or Divestiture Trustee, if any Divestiture Trustee has been appointed pursuant to this Order. Respondent Healthcare Technology shall include in its report, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant Paragraphs of the Order, including a description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all parties contacted. Respondent Healthcare Technology shall include in its report copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning completing the obligations.

B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next nine (9) years, Respondent Healthcare Technology shall submit to the Commission a verified written report setting forth in detail the manner and form in which it has complied, is complying, and will comply with this Order. Respondent Healthcare Technology shall include in its compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Order and copies of all written communications to and from all persons Relating To this Order. Additionally, Respondent Healthcare Technology shall include in its compliance report whether or not it made any notifiable acquisitions pursuant to Paragraph VIII. Respondent Healthcare Technology shall include a description of such acquisitions including, but not limited to, the identity of the Person or assets acquired, the location of the Person or assets, and a detailed description of the assets or Person and its Medical Audit or Promotional Audit sales or development.

X.

IT IS FURTHER ORDERED that:

A. Until the Effective Date, Respondent Healthcare Technology shall take such actions as are necessary to maintain the full economic viability, marketability, and competitiveness of the SDI Audit Business to minimize any risk of loss of competitive potential for the SDI Audit Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the SDI Audit Business, except for ordinary wear and tear. Respondent Healthcare Technology shall not sell, transfer, encumber or otherwise impair the SDI Audit Business (other than in the manner prescribed in this Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the SDI Audit Business.

B. Respondent Healthcare Technology shall retain all of Respondent Healthcare Technology's rights, title, and interest in the SDI Audit Business until the Effective Date.

C. Until the Effective Date, Respondent Healthcare Technology shall maintain the operations of the SDI Audit Business in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets, as necessary) and/or as may be necessary to preserve the marketability, viability, and competitiveness of the SDI Audit Business and shall use its best efforts to preserve the existing relationships with the following: suppliers, vendors, distributors, customers, governmental agencies, employees, and others having business relations with the SDI Audit Business. Respondent Healthcare Technology's responsibilities shall include, but are not limited to, the following:

1. providing the SDI Audit Business with sufficient working capital to operate at least at current rates of operation and to meet all capital calls with respect to such business to carry on, at least at their scheduled pace, all planned maintenance and ordinary course activities for the SDI Audit Business;

2. providing such resources as may be necessary to respond to competition and/or to prevent any diminution in sales of the SDI Audit Business after the Acquisition and prior to the complete divestiture, transfer and delivery of the SDI Audit Business to an Acquirer;

3. providing such resources and funding as may be necessary to maintain the competitive strength and positioning of the SDI Audit Business including such funds as are sufficient to:

    a. perform all routine maintenance and all other maintenance as may be necessary to maintain or replace the assets related to the SDI Audit Business; and

    b. provide appropriate levels of distribution, advertising, marketing, promotion, and sales expenditures for the SDI Audit Business;

4. providing such support services to the SDI Audit Business as were being provided to such business by SDI as of the date the Consent Agreement was signed by Respondent;

5. making any payment required to be paid under any contract, license, or lease when due, and otherwise paying all liabilities and satisfying all obligations, for the SDI Audit Business; and

6. maintaining the books and records of the SDI Audit Business.

D. Until the Effective Date, Respondent Healthcare Technology shall maintain a work force at the equivalent or larger size, and with equivalent or better training and expertise, to what has been associated with the SDI Audit Business as of the Effective Date.

E. Until the Effective Date, Respondent Healthcare Technology shall provide Designated Employees with reasonable financial incentives to continue in their positions and to develop and sell the SDI Audit Business consistent with past practices and/or as may be necessary to preserve the marketability, viability, and competitiveness of the SDI Audit Business pending divestiture. Such incentives shall include a continuation of all employee benefits offered by Respondent Healthcare Technology until the Effective Date has occurred, including regularly scheduled raises, bonuses, vesting of pension benefits (as permitted by law), and additional incentives as may be necessary to prevent any diminution of the competitiveness of the SDI Audit Business.

F. The purpose of this Paragraph X is to maintain the full economic viability, marketability, and competitiveness of the SDI Audit Business until its Effective Date, to minimize any risk of loss of competitive potential for the SDI Audit Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the SDI Audit Business, except for ordinary wear and tear.

XI.

IT IS FURTHER ORDERED that Respondent Healthcare Technology shall notify the Commission at least thirty (30) days prior to any proposed:

A. dissolution of the Respondent Healthcare Technology;

B. acquisition of, merger with, or consolidation by Respondent Healthcare Technology; or

C. other change in the Respondent Healthcare Technology, including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

XII.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to Respondent Healthcare Technology, Respondent Healthcare Technology shall, without restraint or interference, permit any duly authorized representative(s) of the Commission:

A. access, during business office hours of Respondent Healthcare Technology and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondent Healthcare Technology related to compliance with this Order, which copying services shall be provided by Respondent Healthcare Technology at its expense; and

B. to interview officers, directors, or employees of Respondent Healthcare Technology, who may have counsel present, regarding such matters.

XIII.

IT IS FURTHER ORDERED that this Order shall terminate on January 9, 2022.

By the Commission.

Donald S. Clark
Secretary

SEAL
Issued: January 9, 2012

CONFIDENTIAL EXHIBIT A

DESIGNATED EMPLOYEES

[Redacted From the Public Record Version, But Incorporated By Reference]

CONFIDENTIAL EXHIBIT A-1

EXCLUDED EMPLOYEES

[Redacted From the Public Record Version, But Incorporated By Reference]

CONFIDENTIAL EXHIBIT B

AUDIT CUSTOMER CONTRACTS

[Redacted From the Public Record Version, But Incorporated By Reference]

EXHIBIT C

MONITOR AGREEMENT

MONITOR AGREEMENT

This Monitor Agreement (this "Agreement") entered into this 18th day of October 2011 by and between Stuart Samuels (the "Monitor") and Healthcare Technology Holdings, Inc., ("Healthcare Technology" or "Respondent") provides as follows:

WHEREAS, the United States Federal Trade Commission (the "Commission") has accepted or will shortly accept for Public Comment an Agreement Containing Consent Orders incorporated a Decision and Order ("Decision and Order"), which, among other things, requires Healthcare Technologies to divest the medial and promotional audits business, as defined in the Decision and Order, of SDI Health LLC and contemplates the appointment of a Monitor to monitor Healthcare Technology's compliance with its obligations under the Decision and Order;

WHEREAS, the Commission has appointed Stuart Samuels as Monitor pursuant to the Decision and Order, and Stuart Samuels has consented to such appointment;

WHEREAS, the Decision and Order further provides that Respondent shall execute an agreement, subject to the prior approval of the Commission, that confers all the rights and powers necessary to permit the Monitor to monitor Respondent's compliance with the terms of the Decision and Order as described in more detail in this Agreement; and

WHEREAS, the parties to this Agreement intend to be legally bound, subject only to the Commission's approval of this Agreement.

NOW, THEREFORE, the parties agree as follows:

All capitalized terms used in this Agreement and not specifically defined herein shall have the respective definitions given to them in the Decision and Order.

ARTICLE I

1.1 Monitor's Areas of Responsibilities. The Monitor shall be responsible for monitoring Respondent's compliance with the Decision and Order, the Order to Hold Separate and Maintain Assets, and the Divestiture Agreement, as defined in the Decision and Order (together, the "Monitor's Areas of Responsibilities").

1.2 Access to Relevant Information and Facilities. The Monitor shall have full and complete access to the personnel, facilities, books, and records of Respondent related to Respondent's obligations under the Decision and Order and Divestiture Agreements, as the Monitor may reasonably request. Respondent shall cooperate with any reasonable request of the Monitor. The Monitor shall give Respondent reasonable notice of any request for such access or such information and shall attempt to schedule any access or requests for information in such a manner as will not unreasonably interfere with Respondent's operations. At the request of the Monitor, Respondent shall promptly arrange meetings and discussions, including tours of relevant facilities, at reasonable times and locations between the Monitor and employees of

Respondent who have knowledge relevant to the proper discharge of his responsibilities under the Decision and Order.

1.3 Compliance Reports. Respondent shall provide the Monitor with copies of all compliance reports filed with the Commission in a timely manner, but in any event, no later than five (5) days after the date on which Respondents file such report with the Commission;

1.4 Monitor's Obligations. The Monitor shall:

a. carry out the Monitor's duties and responsibilities within the Monitor's Areas of Responsibilities, including submission of periodic reports, and such additional written reports as may be requested by the Commission staff, to the Commission staff regarding Respondent's compliance with the Decision and Order;

b. maintain the confidentiality of all confidential information, including Confidential Business Information, and any other information provided to the Monitor by Respondent, the Acquirers of the Divested Businesses, any supplier or customer of Respondent or the Divested Businesses, or the Commission, and shall use such information only for the purpose of discharging his obligations as Monitor and not for any other purpose, including, without limitation, any other business, scientific, technological, or personal purpose. The Monitor may disclose confidential information only to:

   i. persons employed by or working with the Monitor under this Agreement; and

   ii. persons employed at the Commission.

c. require any consultants, accountants, attorneys, and any other representatives and/or assistants retained by the Monitor to assist in carrying out the duties and responsibilities of the Monitor to execute a confidentiality agreement, which Respondent will provide if requested, that requires such third parties to treat confidential or proprietary information, including Confidential Business Information, with the same standards of care and obligations of confidentiality to which the Monitor must adhere under this Agreement;

d. maintain the confidentiality, for a period of five (5) years after the termination of this Agreement, of all other aspects of the performance of his duties under this Agreement and shall not disclose any confidential or proprietary information, including Confidential Business Information, relating thereto; and

e. upon the termination of the Monitor's duties under this Agreement, promptly destroy all written and electronic materials (both originals and copies) that

relate to the performance of the Monitor's responsibilities under this Agreement.

1.5 Monitor Payment. Respondents will pay the Monitor the hourly fee specified in the attached fee schedule ("Hourly Fee") for all reasonable time spent in performance of the Monitor's duties under this Agreement. In addition, Respondent will pay: (a) out-of-pocket expenses reasonably incurred by the Monitor in the performance of the Monitor's duties; and (b) fees and disbursements reasonably incurred by such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities hereunder; however, all such out-of-pocket expenses and fees and disbursements shall be pre-approved by IMS, which shall not withhold approval unreasonably. The Monitor shall invoice Respondent on a monthly basis, within seven (7) days of the conclusion of the month, including details and an explanation of all matters for which the Monitor submits an invoice to Respondent. Respondent shall pay such invoices within 30 days of receipt. Any consultants, accountants, attorneys, and other representatives and assistants retained by the Monitor shall invoice their services to the Monitor who will review and approve such invoices and submit to Respondent for payment. At its own expense, Respondent may retain an independent auditor to verify such invoices. The Monitor and Respondent shall submit any disputes about invoices to the Commission for assistance in resolving such disputes.

1.6 Monitor's Indemnification. Respondent shall be liable to indemnify and hold harmless the Monitor against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties hereunder, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor.

1.7 Disputes. In the event of a disagreement or dispute between Respondent and the Monitor concerning Respondent's obligations under the Decision and Order, and, in the event that such disagreement or dispute cannot be resolved by the parties, either party may seek the assistance of the individual in charge of the Commission's Compliance Division.

1.8 Conflicts of Interest. If the Monitor becomes aware during the term of this Agreement that he has or may have a conflict of interest that may affect or could have the appearance of affecting performance by the Monitor of any of his duties under this Agreement, the Monitor shall promptly inform Respondent and the Commission of any such conflict.

ARTICLE II

2.1 Termination. This Agreement shall terminate upon the earlier of: (a) the expiration or termination of the Decision and Order; (b) Respondent's receipt of written notice from the Commission that the Commission has determined that Stuart Samuels has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve as Monitor; and (c) with at least thirty (30) days advance notice to be provided by the Monitor to Respondent and to the

Commission, upon resignation of the Monitor. If this Agreement is terminated for any reason, the confidentiality obligations set forth in Section 1.3 above will remain in force.

2.2 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive laws of Pennsylvania, including all matters of construction, validity and performance. The Decision and Order shall govern this Agreement and any provisions herein which conflict or are inconsistent with it may be declared null and void by the Commission and any provision not in conflict shall survive and remain a part of this Agreement.

2.3 Disclosure of Information. Nothing in this Agreement shall require Respondent to disclose any material information that is subject to a legally recognized privilege or that Respondent is prohibited from disclosing by reason of law or an agreement with a third party.

2.4 Assignment. This Agreement may not be assigned or otherwise transferred by Respondent or the Monitor without the consent of Respondent and the Monitor and the approval of the Commission. Any such assignment or transfer shall be consistent with the terms of the Decision and Order.

2.5 Modification. No amendment, modification, termination, or waiver of any provision of this Agreement shall be effective unless made in writing, signed by all parties, and approved by the Commission. Any such amendment, modification, termination, or waiver shall be consistent with the terms of the Decision and Order.

2.6 Approval by the Commission. This Agreement shall have no force or effect until approved by the Commission.

2.7 Entire Agreement. This Agreement, and those portions of the Decision and Order incorporated herein by reference, constitute the entire agreement of the parties and supersede any and all prior agreements and understandings between the parties, written or oral, with respect to the subject matter hereof.

2.8 Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

2.9 Section Headings. Any heading of the sections is for convenience only and is to be assigned no significance whatsoever as to its interpretation and intent.

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

MONITOR

RESPONDENT

Healthcare Technology Holdings Inc.
83 Wooster Heights Road

Danbury, CT 06810

Stuart Samuels

By: Harvey Ashman
Title: Senior Vice President, General Counsel and External Affairs

CONFIDENTIAL EXHIBIT C-1

MONITOR FEE SCHEDULE

[Redacted From the Public Record Version, But Incorporated By Reference]

EXHIBIT D

CUSTOMER NOTIFICATION LETTER

Exhibit D
Customer Notification Letter

On Official IMS Letterhead
Certified Mail, Return Receipt Requested

[Date]

Name
Company Name
Address
City, State ZIP

Re: Notification of Your Right to Terminate IMS Medical and Promotional Audits Contract

Dear [IMS Customer]:

This letter is to inform you that pursuant to an agreement with the Federal Trade Commission ("FTC"), you have the right to terminate, without penalty or charge, your existing contract with IMS for medical or promotional audits that report on the United States pharmaceutical market (including NDTI, IPS, and Promo 360), unless your contract was a renewal.

Background - In October 2011, IMS acquired SDI Health LLC. IMS entered into an agreement with the FTC to resolve the FTC's competitive concerns with the acquisition in medical and promotional audits products. Without acknowledging that there was any problem with the acquisition, IMS agreed to an FTC Order requiring IMS to divest SDI's medical and promotional audits products, save those sold as SDI OSA and SDI SFSS. A copy of the Order is attached. The Order and related documents are also available at [insert url], if you would like more details about the settlement. [Insert name of relevant acquirer] was approved as the purchaser and will offer the SDI audit products going forward. IMS will also continue to offer its audits.

Right to terminate - details - Pursuant to the FTC Order, any customer that entered into a new contract with IMS for its medical and promotional audits offerings that report information on the United States pharmaceutical market between [insert relevant start date] and [insert date of divesture] has the right to terminate, without penalty or charge, its existing contract for those audits. Please note that this right to terminate does not apply to renewal contracts for these audits and does not apply to any portion of IMS's contract other than the medical and promotional audits. Any time before [insert relevant date], you may exercise this termination right by notifying IMS. This termination right does not apply if, after receipt of this letter, you enter into a new medical or promotional audit contract with IMS. Nor does this termination right apply if, after receipt of this letter, you renew, extend, or materially modify your existing contract through agreement with IMS. Material modifications to your existing contract include changes you negotiate with IMS to the price, scope, or duration of your existing contract. Within thirty (30) days of receiving your request to terminate, IMS will terminate your contract. You must return any data received from IMS under that contract within thirty (30) days of termination. You should direct your request to terminate to [fill in IMS contact person name and address].

The FTC has appointed Stuart Samuels to monitor IMS's compliance with its obligations under the Order. We encourage you to raise any questions you may have with us by calling your IMS sales representative or me directly at _____. You may also contact the monitor, who may be reached by telephone at _____ or by e-mail at _____. In addition you may contact Karen Espaldon at the FTC at (202) 326-3726.

Sincerely,
Name
Title