

c. On a continuing basis throughout the term of this Agreement, it shall not knowingly or as a result of gross negligence permit any media, data, or software it provides to any of the AHS Entities to contain any code, virus, or other mechanism to disable, adversely affect, harm, or grant unauthorized access or use to any of the AHS Entities' systems, equipment, or data. It shall promptly notify AHS USA of its discovery of any such code, virus, or mechanism.

d. On a continuing basis throughout the term of this Agreement, that no software provided by it to any of the AHS Entities violates any applicable law or regulation of the United States or any of its states regarding export or import of software, technology, or encrypted data, and that all necessary governmental permits, licenses, and approvals have been obtained and will be maintained to permit performance of the Services as contemplated in this Agreement.

e. On a continuing basis throughout the term of this Agreement, that the encryption software used by Athena in connection with the Services complies substantially with the encryption requirements set forth in HCFA Internet Security Policy issued November 24, 1998, as it may be amended or updated from time to time, and provides encryption protection equal to or exceeding 128 bit encryption.

f. It has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement; the execution, delivery, and performance of this Agreement has been duly authorized by it; and all approvals, authorizations, and consents of any governmental or regulatory authority required in order for it to enter into and perform its obligations under this Agreement have been obtained or granted.

g. There have been no material breaches of the Existing NDA or the Pilot Agreement.

## **7. Disclaimer**

OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO PARTY'S AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION, OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

## **8. Compliance with Laws**

a. The parties hereto shall comply with all applicable laws, rules, and regulations in their performance of this Agreement. Each party will, at its own expense, cooperate with, and provide any necessary information to, the other parties to the extent reasonably required for such compliance.

b. The parties will promptly negotiate in good faith to amend this Agreement as necessary so as to incorporate any legally required contractual provisions and to allocate fairly between them the costs and burdens, if any, associated with performance of specific, legally required beyond those set forth herein or otherwise existing as of the Effective Date.

### **c. Compliance with New York Law**

i. To the extent that in connection with this Agreement each party hereto receives or has access to health information sourced from or provided by the State of New York or any agency thereof, it agrees to comply with the following New York State AIDS/HIV Related Confidentiality Restrictions Notice:

"This information has been disclosed to you from confidential records, which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in