

e. Ownership. All Confidential Information is and shall remain the property solely of the Disclosing Party or the third party that provided such information to the Disclosing Party, and the Recipient shall not obtain any right, title, or interest in or to any Confidential Information under this Agreement or by the performance of any obligations hereunder. The Recipient may not decompile, reverse engineer, or disassemble any portion of the Disclosing Party's software, programs, or code.

f. Remedies. The Recipient acknowledges and agrees that, due to the unique and highly sensitive nature of the Confidential Information and PHI, a breach of this Section 12 would cause irreparable harm to the Disclosing Party for which the Disclosing Party could not be adequately compensated by money damages. Accordingly, the Recipient agrees that, in addition to all other remedies available to the Disclosing Party in an action at law, in the event of any breach or threatened breach by the Recipient of the terms of this Section 12, the Disclosing Party shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to injunctive relief, including, but not limited to, specific performance of the terms hereof.

13. Intellectual Property

a. AHS Entities' Property. The AHS Entities will retain all rights, title and interest in and to each Service or deliverable, or portion thereof (except for the Work Product set forth in Section 13(c)), all business processes, data, databases, data formats and structures, software, documents, functionality, interfaces, procedures, programs, records, reports, rules, screens, statistics, and similar items and all intellectual property rights and other rights therein, that is or was (i) disclosed or provided or made available or accessible by the AHS Entities to Athena or obtained by Athena from any of the AHS Entities in connection with this Agreement; (ii) developed or owned by the AHS Entities prior to the Effective Date; (iii) conceived and reduced to practice by the AHS Entities entirely on the AHS Entities' own time without using equipment, supplies, facilities, trade secrets or Confidential Information of Athena; (iv) licensed to the AHS Entities by a third party; or (v) generally applicable to the AHS Entities' products and services and are not unique to the business of Athena, as well as any intellectual property rights and derivative works associated with any of the foregoing (collectively, the "AHS Entities' Property"). No license is hereby granted to Athena in connection with AHS Entities' Property, other than a non-exclusive, non-transferable, non-sublicensable, personal, revocable license to use AHS Entities' Property for the performance of Athena's obligations under this Agreement during the term of this Agreement and during the Transition Assistance Period, and Athena shall not use AHS Entities' Property for any other purpose. Athena hereby irrevocably and exclusively assigns to the AHS Entities any and all right, title, and interest that Athena might have in or to any and all AHS Entities' Property and shall use all reasonable efforts to assist the AHS Entities in obtaining and enforcing, anywhere in the world, all applicable intellectual property rights in any AHS Entities' Property, in each case at the AHS Entities' expense.

b. Athena Property. All business processes, data, databases, data formats and structures, documents, functionality, interfaces, procedures, programs, records, reports, rules, screens, statistics, and similar items (i) disclosed or provided or made available or accessible by Athena to the AHS Entities or obtained by any of the AHS Entities from Athena in connection with this Agreement (including, but not limited to, data and databases provided by Athena under this Agreement that have been processed or altered by any of the AHS Entities and the formats for such data); (ii) developed or owned by Athena prior to the Effective Date; (iii) conceived and reduced to practice by Athena without using Confidential Information of any of the AHS Entities; or (iv) licensed to Athena by a third party, as well as any intellectual property rights and derivative works associated with any of the foregoing (all of the foregoing, collectively, "Athena Property") is and will at all times remain the property solely of Athena or Athena's customers. No license is hereby granted to any of the AHS Entities in connection with Athena Property, other than a non-exclusive, non-transferable, non-sublicensable (except to permitted subcontractors performing Services), revocable license to use Athena Property for the performance of the AHS Entities' obligations under this Agreement, and none of the AHS Entities shall use Athena Property for any other purpose or in violation of Section 14. Each of the AHS Entities hereby irrevocably and exclusively assigns to Athena any and all right, title, and interest that AHS Entity might have in or to any and all Athena Property and shall use all reasonable efforts to assist Athena in obtaining and enforcing, anywhere in the world, all applicable intellectual property rights in any Athena Property, in each case at Athena's expense.