

c. AHS-Developed Property. Upon exercise of the Buyout Option or the termination of this Agreement, and upon Athena's payment in full of any applicable fees for the Work Product (as defined below) and subject to Sections 13(a) and 13(b), Athena shall own all right, title, and interest in and to the following to the extent that they are developed by the AHS Entities for Athena pursuant to an SOW: (i) any explanation of benefits data entry tool used to provide services to Athena, to be developed under an SOW, and (ii) any other tool or process that relates exclusively to the delivery of Services to Athena and is developed by or behalf of any of the AHS Entities pursuant to an SOW between Athena and any of the AHS Entities for such development, as well as any intellectual property rights and derivative works associated with any of the foregoing ((i) and (ii) collectively, "Work Product"). Each of the AHS Entities shall use all reasonable efforts to assist Athena in obtaining and enforcing, anywhere in the world, all such applicable intellectual property rights, in each case at Athena's expense.

d. License to AHS Property. Upon the exercise of the Buyout Option and subject to the terms and conditions of this Agreement, the AHS Entities shall grant to Athena and its wholly owned subsidiaries a worldwide, non-assignable, non-sublicensable, personal, royalty-free, three-year license to use any other tools or processes owned by any of the AHS Entities and developed by or on behalf of any of the AHS Entities for Athena that relate to the delivery of Services to Athena ("Licensed IP"). Athena shall be responsible for the incremental direct costs incurred by the AHS Entities in connection with segregating and delivering the Licensed IP. The AHS Entities are under no obligation to provide any maintenance or upgrades for the Licensed IP and all maintenance and upgrades would be performed by the AHS Entities, at Athena's expense and pursuant to a separate written agreement by the parties. The AHS Entities own all right, title and interest in and to any derivative works to the Licensed IP.

14. AthenaNet Access and Use

a. Definitions

i. "athenaNet" means software applications, associated databases, and associated technology made available by Athena on an ASP basis that comprises Athena's athenaNet® multi-user practice and clinical management system. athenaNet technology includes, without limitation, the screens, functions, and formats for organizing or presenting data and data made available by Athena as part of athenaNet and the manuals, specifications, instructions, and training provided by Athena in connection with athenaNet, whether written or otherwise.

ii. "Other Systems" means other electronic systems or databases of Athena to which any of the AHS Operating Companies may need access rights for the performance of its obligations under this Agreement.

iii. "Athena Systems" mean athenaNet and Other Systems, collectively.

b. Access and Use. Each of the AHS Operating Companies shall comply with, and shall ensure that each of its users comply with, the following terms:

i. It will access and use the Athena Systems only as required to perform its obligations under this Agreement, including, without limitation to enter data or modify data or to upload or download documents, and in compliance with all written policies and procedures that Athena may provide to the AHS Entities from time to time (including, without limitation, policies and procedures for administering role-based access levels and adding and removing users).

ii. To the extent that, in order to provide the Services, it needs to use any software, hardware, equipment, or other technology that is licensed to Athena by a third party, it will access and use such technology only in compliance with such license. Athena shall provide the terms and restrictions of such license to the AHS Entities, secure for the AHS Operating Companies the right to access and use any such third-party system, and shall pay any fees, costs, and expenses associated with such access.