

SUCH DAMAGES ARE FORESEEN, THE RESPECTIVE LIABILITY HEREUNDER OF THE AHS ENTITIES, COLLECTIVELY, WILL NOT EXCEED, IN THE AGGREGATE: (A) FROM THE EFFECTIVE DATE OF THE [ ]\*\* UNTIL THE [ ]\*\* ANNIVERSARY OF THE EFFECTIVE DATE OF THE [ ]\*\*, THE GREATER OF (1) \$[ ]\*\* OR (2) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AHS USA BY ATHENA UNDER THE [ ]\*\* DURING THE [ ]\*\* PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CLAIM, ACTION, OR CAUSE OF ACTION AROSE OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT; (B) FROM THE EFFECTIVE DATE OF ANY [ ]\*\* UNTIL THE [ ]\*\* ANNIVERSARY OF THE EFFECTIVE DATE OF ANY [ ]\*\*, THE GREATER OF (1) [ ]\*\* MULTIPLIED BY THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AHS USA BY ATHENA FOR THE MONTH PRECEDING THE DATE THAT THE CLAIM AROSE, OR (2) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AHS USA BY ATHENA UNDER THE [ ]\*\* DURING THE [ ]\*\* PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CLAIM, ACTION, OR CAUSE OF ACTION AROSE OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT; AND (C) AFTER THE [ ]\*\* ANNIVERSARY OF THE EFFECTIVE DATE OF [ ]\*\*, THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO AHS USA BY ATHENA UNDER THE [ ]\*\* DURING THE [ ]\*\* PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CLAIM, ACTION, OR CAUSE OF ACTION AROSE OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT ("LOOK BACK PERIOD"), LESS ANY FEES ALREADY ALLOCATED FOR PRIOR CLAIMS DURING THE LOOK BACK PERIOD. THE IMMEDIATELY FOREGOING LIMITATION IN THIS SECTION 16(c) WILL NOT APPLY TO THE EXTENT THAT CLAIMS, ACTIONS, AND CAUSES OF ACTION ARISE OUT OF, UNDER OR IN CONNECTION WITH AHS USAS OBLIGATIONS CONTAINED IN SECTION 13 (INTELLECTUAL PROPERTY), SECTION 12 (CONFIDENTIALITY), APPENDIX B, OR WITH RESPECT TO ANY ACT OR OMISSION OF THE AHS ENTITIES FOR WHICH ATHENA IS COVERED AS AN ADDITIONAL INSURED AS PROVIDED ABOVE IN SECTION 15, UP TO THE FINAL AMOUNT ACTUALLY RECOVERED BY ANY OF THE AHS ENTITIES FROM THE INSURER UNDER THE INSURANCE POLICY WITH RESPECT TO SUCH ACT OR OMISSION. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

## 17. General Provisions

a. Nothing in this Agreement is intended or shall be construed or interpreted to give any person or entity other than the parties hereto any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

c. If any controversy or claim arises relating to this Agreement, the parties will attempt in good faith to negotiate a solution to their differences, including progressively escalating any controversy or claim through senior levels of management. If negotiation does not result in a resolution within thirty days of the date when one party first notifies the other of the controversy or claim, either party may resort to litigation under Section 17(d).

d. This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts. Any claims relating to this Agreement or the provision of the Services shall be brought in the federal or state courts sitting in Massachusetts, and AHS USA shall be considered the AHS Operating Companies' agent for service of process.

e. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or employment relationship between any of the parties hereto. The AHS Entities shall each be deemed to be an independent contractor. Except as expressly provided in this Agreement, each of the AHS Entities shall be responsible for all of its costs and expenses incurred in connection with the provision of the Services, including, but not limited to, all costs and expenses pertaining to its employees and agents.