

## QUOVADX

### SECTION 1: GRANT OF LICENSE AND USE

1.1 The QuoVadX Integration Product is provided to Customer/Client as a nonexclusive and nontransferable license and may be used by Customer/Client only in conjunction with the Altera Software listed in the applicable Agreement. Altera will deliver the object code for the QuoVadX Integration Product in machine readable form and will include one copy of the related documentation and other materials which are regularly furnished by QuoVadX. The term of the license for the QuoVadX Integration Product shall be for a period of 99 years from the effective date of the applicable order unless earlier terminated. Each license of the QuoVadX Integration Product will be restricted to use of a single copy of the QuoVadX Integration Product for Customer/Client's own internal use at the specified Site Location.

1.2 Customer/Client may permanently transfer the QuoVadX Integration Product to another Site Location of Customer/Client by providing written notice to Altera. By notifying Altera when a Site Location is temporarily inoperative, the QuoVadX Integration Product may be used at a single contingency backup computer center on an interim basis until such time as the Site Location is returned to an operational status whereupon Customer/Client will promptly return the QuoVadX Integration Product to the Site Location.

### SECTION 2: PROPRIETARY RIGHTS

2.1 Customer/Client acknowledges that the QuoVadX Integration Product has been and will be developed at great expense to Altera, that the QuoVadX Integration Product is confidential and that Altera has and will have exclusive proprietary and other rights in the QuoVadX Integration Product including, but not limited to, patent, copyright, trademark, service mark, trade secret and trade name rights (collectively called the "**Proprietary Rights**"). Accordingly, Customer/Client will protect the Proprietary Rights to the fullest extent possible under the law and will take such precautions with respect to the QuoVadX Integration Product and the Proprietary Rights as are taken by Customer/Client to protect its own confidential information and proprietary rights. Customer/Client acknowledges that no title or ownership of the QuoVadX Integration Product or any component thereof is being transferred to Customer/Client by this agreement. Customer/Client agrees to advise its employees and agents of the confidential and proprietary nature of the QuoVadX Integration Gateway and of the restrictions imposed by Customer/Client's agreement with Altera and these terms and conditions, and agrees to confine access to Customer/Client's employees in the ordinary course and scope of their employment by Customer/Client.

2.2 To the extent required for use of the QuoVadX Integration Product in the operation of Customer/Client's business, Customer/Client may disclose certain documentation pertaining to the QuoVadX Integration Product to (i) persons who are employed as auditors by a public accounting firm or by a federal or state agency, (ii) third parties who utilize the QuoVadX Integration Product in connection with data processing services obtained from Customer/Client, and (iii) third parties when they are on Customer/Client's premises for purposes legitimately and specifically related to Customer/Client's use of the QuoVadX Integration Product in the operation of its business. Such right of disclosure is conditioned upon Customer/Client advising each such party that the QuoVadX Integration Product disclosed is confidential and proprietary.

2.3 The provisions of this Section shall apply to the QuoVadX Integration Product as delivered by Altera or as modified or otherwise enhanced by either party and to any proprietary material and information regarding the QuoVadX Integration Product that has been given to Customer/Client prior to or after the effective date of the applicable agreement. The provisions of this Section will survive the expiration or termination of the applicable agreement or any License created hereunder. Customer/Client agrees to notify Altera immediately of the possession, use or knowledge of all or part of any QuoVadX Integration Product or related documentation by any person or entity not authorized by Customer/Client's agreement with Altera to have such possession, use or knowledge.

### SECTION 3: TERMINATION

In addition to the termination provisions set forth in the Customer/Client's agreement with Altera, in the event of a breach by Customer/Client of the confidentiality provisions of such agreement and/or any obligations under Section 2 above, the license to use the QuoVadX Integration Product may be terminated immediately without

demand or notice. In addition, the license to use the QuoVadX Integration Product may be terminated by either party if the other party files for bankruptcy, reorganization or receivership or is adjudicated as bankrupt. Upon the termination of any sublicense of the QuoVadX Integration Product as granted under the agreement, Customer/Client shall discontinue all use of the QuoVadX Integration Product and destroy or return to Altera all copies of the QuoVadX Integration Product and any documentation or other related materials associated with the QuoVadX Integration Product.

#### **SECTION 4: SPECIFIC PROVISIONS**

Customer/Client acknowledges that the provisions of the agreement therein with respect to Third Party Products, Confidentiality, Limitation of Liability, Termination, Assignment, U.S. Government Restricted Rights, and Export of Programs shall apply to the QuoVadX Integration Product.

#### **SECTION 5: ALTERATION OF QUOVADX PRODUCT**

Any attempt to alter the QuoVadX Integration Product licensed to Customer/Client, other than with Altera's assistance and written direction, shall be at Customer/Client's sole risk and expense. It is understood by Customer/Client that by so altering the QuoVadX Integration Product, that the current and subsequent releases of the QuoVadX Integration Product may be rendered unusable.