

EXHIBIT Q
Client Advisers Confidentiality Agreement Form

CONFIDENTIAL DISCLOSURE AND CONSENT AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AND CONSENT AGREEMENT (this “**Agreement**”) is made by and among the Massachusetts Office of Information Technology (“**MassIT**”) (for the limited purposes set forth in Section 1, below), OptumInsight, Inc. (“**Optum**”) and [●] (“**Consultant**”) as of the [●] (the “**Effective Date**”).

WHEREAS, MassIT is currently contemplating the engagement of Optum to configure a software platform from hCentive Inc. (“**hCentive Solution**”), develop other software and together integrate, test, implement, maintain, support and host the hCentive Solution as a new health insurance exchange for the Commonwealth of Massachusetts as well as to perform certain other related services (collectively, the “**Project**”); and

WHEREAS, MassIT has engaged Consultant to assist MassIT in the review and evaluation of certain decisions made by MassIT with respect to the Project, and specifically to review and evaluate (i) MassIT’s decision to use the hCentive solution and selection of Optum to provide the services for the Project, and (ii) Optum’s capabilities to provide the specified services for the Project; and

WHEREAS, in order to facilitate Consultant’s review and evaluation, MassIT desires (i) Optum to consent to MassIT disclosing to Consultant the information specified in Section 1, below, (ii) Optum to disclose to Consultant certain additional information specified in Section 2, below, (iii) Consultant to hold all such information in the strictest confidence in accordance with the terms hereof, and (iv) Optum and Consultant release MassIT and the Commonwealth from liability due to Consultant’s breach of this Agreement.

NOW, THEREFORE, in consideration of the above premises and for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, MassIT (for the limited purposes set forth in Section 1), Optum and Consultant each agree that:

1. The information permitted to be disclosed by MassIT to Consultant under this Agreement shall consist of information provided by Optum to MassIT and/or to the Commonwealth of Massachusetts regarding the hCentive Solution and the Project; except that MassIT shall only disclose such information to Consultant that is solely necessary for Consultant to perform, in accordance with the terms of Consultant’s agreement with MassIT, its review and evaluation of (i) MassIT’s decision to use the hCentive Solution and to engage Optum to provide the services for the Project, and (ii) Optum’s capabilities to provide the specified services for the Project (the “**Evaluation**”) and provided further that such information shall not include any names of staff or rates/fees for the performance of services; or information that cannot be provided due to restrictions imposed by third parties. The parties agree that all such information shall be subject to the terms and conditions of this Agreement.

2. Subject to the terms of this Agreement, Optum (i) consents to the disclosure of the information described in Section 1 by MassIT to Consultant for the sole purpose of Consultant performing the Evaluation and for no other purpose and (ii) Optum agrees to provide such additional information as is reasonably requested by MassIT or Consultant solely to the extent that such information is necessary for the purpose of Consultant performing the Evaluation (together with the information described in Section 1, the “**Information**”). The Parties agree that Optum shall be under no obligation to disclose any protected information or personal data within the meaning of applicable laws and regulations.
3. Consultant shall hold and maintain all Information in the strictest confidence and shall not use any Information other than as necessary for Consultant to perform the Evaluation. Consultant shall protect any Information, however obtained, from and against unauthorized use and disclosure to the same extent and in at least the same manner as Consultant protects its own confidential and proprietary information. Consultant shall only use the Information under carefully controlled conditions solely for the purposes set forth in this Agreement. Consultant shall: (a) segregate all Information from that of Consultant and/or MassIT and/or any third parties; and (b) restrict access to the Information (including by using appropriate access and other restrictions) so that only the Permitted Persons (as defined below) have access to the Information and so that no other person, including the employees, contractors, officers, partners, directors, agents, and the affiliates (whether located within or outside the United States) (each a “**Representative**”) has access to the information. Without limiting the foregoing, Consultant represents, warrants and covenants to Optum that (i) Consultant will not provide any Information to any Representatives or to any parts of Consultant’s business who are engaged in activities competitive with Optum or any of its affiliates; and (ii) Consultant has taken affirmative measures and established sufficient controls to prevent the disclosure of the Information to any Representatives or to any parts of the Consultant’s business who are engaged in activities competitive with Optum or any of its affiliates.
4. Except as otherwise provided herein, and regardless of whether the Information was disclosed to Consultant by MassIT, the Commonwealth or Optum, Consultant shall use the Information solely for purposes of the Evaluation and for no other purpose whatsoever. Consultant shall not reproduce the Information, except as necessary for Consultant to perform the Evaluation, and any reproduction of any Information shall contain any and all confidential or proprietary notices or legends which appear on the original. In the event that Consultant becomes aware of an unauthorized use or disclosure of the Information, Consultant shall immediately inform Optum of such use or disclosure so that Optum may have the opportunity to minimize the damage related to such use or disclosure.
5. Consultant may provide, only on a need-to-know basis, the Information to its partners, employees and personnel listed on Schedule 1 (as such schedule may be amended from time to time by the written agreement of Consultant and Optum) (each a “**Permitted Person**”) who have a legitimate need to know such information in connection with the performance of the Evaluation by Consultant, and provided that each Permitted Person is under an obligation to maintain the confidentiality of such information that is no less restrictive than the obligations contained in this Agreement. Consultant shall advise each Permitted Person of

the confidential and proprietary nature of the Information, the other restrictions set forth in this Agreement and that such persons are bound by the terms and conditions of this Agreement. Consultant assumes full responsibility for the acts or omissions of any Permitted Person regarding their use or disclosure of the Information. Consultant shall not assign any Permitted Person to any parts of Consultant's business who are engaged in activities competitive with Optum or any of its affiliates without Optum's prior consent: (a) while such Permitted Person is engaged in the performance of the Evaluation; and (b) for a period of 2 years following the date that such Permitted Person ceases to be engaged in the performance of the Evaluation.

6. This Agreement imposes no obligation upon Consultant with respect to information that: (a) was in the possession of Consultant prior to its receipt from MassIT or Optum, as evidenced by Consultant's written records, provided that such information was obtained lawfully and without an obligation to maintain its confidentiality; (b) is or becomes generally known or available to the public (other than through unauthorized disclosure); (c) is obtained by Consultant from a third party who has the right to disclose it, provided that such information was lawfully obtained and is not subject to an obligation to keep such information confidential; or (d) is independently developed by Consultant without the use of the Information, as demonstrated by Consultant's written records, and without violating the Optum's proprietary rights.
7. Disclosure of the Information is not prohibited if such disclosure is: (a) required pursuant to a legal proceeding or (b) otherwise required by law or regulation, provided that Consultant shall (to the extent permitted by law) provide Optum with prompt prior notice of any such request or requirement and reasonably cooperate in any efforts by Optum (at Optum's expense) to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of such request.
8. At Optum's request, Consultant shall collect and destroy, erase or dispose of, all originals, copies, reproductions and summaries of the Information, including "copies" that have been converted to computerized media in the form of image, data or word processing files based on or including any Information and shall certify in writing to Optum that it has done so. Consultant shall retain no originals, copies, reproductions and summaries of the Information for any purposes whatsoever.
9. As between Optum and Consultant, the Information is delivered "**AS IS**" and all representations and warranties, express or implied, including fitness for a particular purpose, merchantability and non-infringement, are hereby disclaimed.
10. Neither MassIT nor the Commonwealth will have any liability arising from Consultant's breach of this Agreement (but expressly excluding any liability for MassIT's or the Commonwealth's breach of Section 1).
11. Consultant agrees that any breach of this Agreement may result in irreparable harm to Optum for which damages may be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Optum shall be entitled to seek equitable relief, including specific performance and injunctive or other equitable relief, in the event of such

breach or threatened breach. Consultant agrees to waive, and use its commercially reasonable efforts to cause any Representative to waive, any requirement for the securing or posting of any bond in connection with such remedy and Optum will not be required to prove damages in order to avail itself of such equitable relief. Nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Information. Consultant shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Information. All writings, electronic documents or machine readable data containing Information (and all copies of such writings made by Consultant or a Permitted Person) shall be and remain the property of the Optum.

12. As between the Optum and Consultant, if Consultant takes or does not take any action relying, in whole or in part, on the Information, Consultant does so at its own risk and expense and Optum shall have no liability with respect for any losses that arise from or are a result of any such act or failure to act.
13. Notices under this Agreement must be given in writing to the applicable address for the party. Notices must be sent via overnight courier or certified first class and will be effective one business day following receipt. Waivers of defaults or breaches under this Agreement must be in writing and signed by the party waiving its rights. Waivers will not be construed as waivers of any subsequent defaults or breaches. Neither party may assign this Agreement without the prior written consent of the other party. Any provision of this Agreement that is determined to be invalid or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. Except as permitted under this Agreement or for the limited purpose of a party enforcing its rights under this Agreement before a court of competent jurisdiction, no party will disclose the existence or terms of this Agreement. This document constitutes the entire agreement among the parties concerning its subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. Any action related to this Agreement will be governed by the law of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws thereof. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America, in each case located in the City of Boston and County of Suffolk, for any action, suit or proceeding arising out of or relating to this Agreement (and agrees not to commence any action, suit or proceeding relating thereto except in such courts). The Information may be controlled by U.S. Export Regulations. The export, re-export or disclosure to foreign employees, subsidiaries, branches (and employees of those companies) may require U.S. Government approval. Consultant shall insure that all activities involving distribution and export/re-export of Information are in compliance with all laws, regulations, orders or other restrictions of the U.S. Export Regulations. Consultant agrees that neither it nor any of its Representatives will use, export, transfer, make available or otherwise disclose any Information in violation of any U.S. Export Regulations, including any use or development in nuclear, missile, and chemical or biological weapons activities.

14. The undersigned hereby represent that they are duly authorized to execute this Agreement on behalf of their respective organizations. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed will be as good and binding as an original signature.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, intending to be bound thereby, have caused this Agreement to be duly executed as of the Effective Date set forth above in the preamble.

OPTUMINSIGHT, INC.

By: _____
Name: _____
Title: _____

[•]

By: _____
Name: _____
Title: _____

**THE MASSACHUSETTS OFFICE OF
INFORMATION TECHNOLOGY**, for
the limited purposes set forth in Section 1.

By: _____
Name: _____
Title: _____