

- (d) MedAssets would be seriously damaged by the disclosure of Confidential Information and any loss or deterioration of MedAssets' business strategies, employee, and customer relationships, goodwill, and effectiveness.

6. Legal Provisions.

- 6.1 Survival. Each provision in this agreement survives to the extent necessary to give effect to it (e.g., to enforce confidentiality restrictions, even after my temporary assignment ends), and to the extent necessary to give effect to any other applicable agreements between I and MedAssets.
- 6.2 Remedies and Injunctive Relief. I understand and acknowledge that the protections afforded to MedAssets under this agreement are necessary in light of the sensitive and confidential nature of the Confidential Information and its interest in protecting MedAssets from unfair competition. I acknowledge and agree that if there is a breach or threatened breach of this agreement, then MedAssets would suffer irreparable injury that could not be fully compensated solely by the recovery of monetary damages. Accordingly, in addition to any monetary damages MedAssets may seek, MedAssets has the right to seek a temporary and/or permanent injunction if there is a breach or threatened breach of this agreement. I hereby consent to the issuance thereof forthwith and without bond by any court of competent jurisdiction. This is in addition to any other remedy available at law or in equity.
- 6.3 Notice. I must communicate with MedAssets through its corporate office in Dallas, Texas. I must send any legal notices in writing and direct them to MedAssets' General Counsel. Any notices to I will be sent to my most current home address or email address reflected in MedAssets' records. All notices are effective when emailed, personally delivered, or as of the date received from a traceable carrier (e.g. Federal Express, certified mail, etc.).
- 6.4 Waiver. Neither party may modify or waive any part of this agreement, except in a written document that is signed by both parties. No waiver or modification of one part of this agreement waives or modifies any other part. MedAssets may, from time to time and at its sole discretion, enforce, modify, or waive similar contracts with people other than I. This does not create any course of conduct on which I will be entitled to rely, and does not constitute a waiver or modification of this agreement.
- 6.5 Severability/Reformation. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provision. If, at the time of enforcement of this agreement, a court holds that the duration or scope of any restrictions in this agreement is unreasonable, then the maximum duration or scope reasonable under the circumstances must be substituted for the stated duration or scope.
- 6.6 Assignment and Successors. I cannot assign any right or delegate any obligation under this agreement without MedAssets' prior written consent. Any alleged assignment or delegation without MedAssets' written consent is void and without effect. MedAssets may assign any rights and obligations under this agreement to a successor, or to any MedAssets subsidiary or affiliate.
- 6.7 Entire Agreement. This agreement sets forth the entire agreement and understanding between the parties concerning the subject matter described in this agreement. It merges all prior and contemporaneous discussions between the parties including, but not limited to, any and all statements made by anyone associated with MedAssets regarding my temporary assignment, MedAssets' financial condition, or future prospects. Nothing in this agreement modifies any obligations that the Employer and MedAssets may have to each other.

Temporary Contractor:

Signature

Date