

Confidentiality and IP Assignment-of-Rights Agreement

This agreement is a legally binding contract agreement between you and MedAssets Net Revenue Systems, LLC including, if relevant, any of MedAssets' affiliates (collectively, "MedAssets"). This agreement is very important, and you should sign it only after you have read it carefully and understand it. Your signature on this agreement means that you agree as follows:

1. General Relationship.

1.1 **My Relationship with MedAssets.** This agreement governs my relationship with MedAssets while I am performing services for MedAssets, and to some extent, even after those services have ended.

1.2 **Temporary Work.** MedAssets has the right to terminate my work for or with MedAssets at any time and for any reason. Similarly, nothing in this agreement prohibits me from terminating my work with or for MedAssets at any time and for any reason.

1.3 **I am Not a MedAssets Employee.** I am not a MedAssets employee, and MedAssets is not my employer. Nothing in this agreement creates an employment relationship, a contract for employment, a guarantee of any current or future work, assignments, positions, benefits, or salary, nor does this agreement entitle me to anything from MedAssets when my working relationship with MedAssets ends.

1.4 **No Employee Benefits.** I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice that MedAssets (or its parents, affiliates, subsidiaries, or successors) offers to its employees, regardless of the length of my working relationship with MedAssets. This rule applies even if I am deemed or found to be a common-law employee of MedAssets for any purpose. By executing this agreement, I irrevocably waive any claim or right I may have, now or in the future, to any employee benefits of any kind, and agree not to make any claim for any such benefits.

1.5 **No Expectation of Privacy.** While I am performing services to, for, with, or in MedAssets, I may have access to MedAssets Property. "**MedAssets Property**" means any and all electronics, computers, software, office space, office equipment, office supplies, file cabinets, and other materials owned or provided by MedAssets, regardless of whether located or operated on or off MedAssets premises. I am not entitled to any expectation of privacy when using or accessing MedAssets Property, regardless of whether I am using the MedAssets Property for business or personal use, and regardless of whether the personal use is permissible. This means I should expect that MedAssets will have access to emails, voice messages, computer files, phone conversations, instant messages, and any other information created, used, or stored in or on MedAssets Property. My activity in, and any files or messages on, any MedAssets Property may be monitored, accessed, deleted, restricted, or modified by MedAssets at any time with or without notice. At MedAssets' request, I must provide all current passwords, keys, combinations, or other methods of accessing secured information or storage. I must never move or modify MedAssets Property in any way that restricts MedAssets' full access to MedAssets Property or the information, property, equipment, or systems stored in or on MedAssets Property. When my work for or on behalf of MedAssets ends, or sooner if MedAssets so requests, I must return all MedAssets Property in my possession or control, with or without being requested to do so.

2. Duty to MedAssets: Ownership and Treatment of Confidential Information.

2.1 **Definition of Confidential Information.** "**Confidential Information**" means all information regarding MedAssets that MedAssets treats as confidential, or which helps MedAssets maintain its competitive advantage. Information may be Confidential Information regardless of whether it is specifically designated as "confidential," and regardless of the information's origin or purported ownership.

Confidential Information includes but is not limited to: internal business information, and other information and data regarding MedAssets' business, operations, clients, business and marketing plans, employees, properties, business goals and strategies, financial information and reports, client lists, contract terms and conditions, pricing, technical data, intellectual property, trade secrets, know-how, research, hardware, software, technical information and processes, and proprietary software and programs. Confidential Information also includes, but is not limited to, all memoranda, notes, plans, records, reports and other documents relating to MedAssets' business that any person may create, possess, or have under control, and all copies of Confidential Information in whatever form it exists, whether electronic, audio, video, document, or other form. Confidential Information does not include information that is made publicly available by MedAssets in compliance with applicable MedAssets policies and procedures.

2.2 **Ownership and Use of Confidential Information.** MedAssets owns all Confidential Information. I must forever hold all Confidential Information in the strictest confidence. I must never disclose Confidential Information to any outside entity or person or to any other independent contractor or MedAssets employee except as permitted by MedAssets' policies and procedures. I must never use any Confidential Information for any purpose, except in furtherance of my work for or on behalf of MedAssets. I must obtain consent from an authorized MedAssets officer before disclosing or disseminating Confidential Information in any manner not in compliance with MedAssets policies and procedures. The prohibition on use and disclosure of Confidential Information applies both during and after my working relationship with MedAssets. When my temporary assignment ends, or sooner if MedAssets so requests, I must immediately return all Confidential Information in my possession or control. The obligations described in this Section 2.2 survive the end of my assignment and any expiration or other termination of this agreement.

3. Duty to MedAssets: Intellectual Property Assignment and Pre-Existing Works License.