

3.1 MedAssets' Ownership of Intellectual Property. MedAssets owns all right, title, and interest in any Intellectual Property developed by its independent contractors (including me), even IP conceived by me pursuant to an SOW or other arrangement with MedAssets before the date of this agreement, except for any IP that is wholly unrelated to my work for or on behalf of MedAssets. "Intellectual Property" or "IP" is an extremely broad concept. It means any concept, idea, design, improvement, creation, trade secret, know-how, information, works of authorship (whether or not patentable or registrable), software, computer programs and subroutines, source code, object code, etc., including any and all documentation that contains, reflects, or summarizes other IP. This is regardless of whether I conceived, created, or reduced it to practice while working alone or with others, and regardless of whether or not I conceived, created, or reduced it to practice during or outside of scheduled business hours. My compensation for any and all IP is provided by the agreed-upon hourly or daily rate that MedAssets pays me in connection with the work I perform for or on behalf of MedAssets.

3.2 Assignment of Rights in Intellectual Property. Any IP that is or may be copyright protected work that I conceive or develop while on temporary assignment with MedAssets is a "work made for hire," as that term is defined in the 1976 Copyright Act. For any IP that does not qualify as a work made for hire, I must, and hereby do, assign to MedAssets all of my rights to that IP. Further, I must assist MedAssets in recording, registering, perfecting, maintaining, enforcing, and defending MedAssets' rights in the IP (at no cost to me). This obligation applies during my working relationship with MedAssets and after that working relationship ends. To the extent allowed by law, MedAssets' rights in the IP include all moral rights (meaning any right of attribution, paternity, integrity, disclosure, and withdrawal with respect to any work). If any assignment is ineffective, then I must provide all ratifications and consents necessary to accomplish the purposes of those assignments.

3.3 License to MedAssets. A "Pre-Existing Work" is any IP that I conceived, developed or created before my temporary assignment with MedAssets. If I incorporate a Pre-Existing Work into any of MedAssets' products, services, or processes, then I must, and hereby do, grant to MedAssets a non-exclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license to make, have made, modify, use, market, sell, and distribute the Pre-Existing Work as part of or in connection with the applicable product, service, or process.

4. Non-Solicitation and Non-Disparagement.

4.1 Restrictions on Solicitation of MedAssets Employees and Group Clients. Throughout and for the first **12 months** immediately following the termination for any reason of my working relationship with MedAssets, I must not attempt to undermine any of MedAssets' employee relationships, or any relationships with any MedAssets Client. At a minimum, this means that I must not, directly or indirectly, encourage or solicit any MedAssets client, employee, or other independent contractor: (a) to leave MedAssets for any reason; (b) to accept employment with any entity other than one of the MedAssets companies; (c) to engage in any activities that are reasonably likely to compete against MedAssets' businesses; or (d) to terminate or suspend any existing contract, agreement, relationship or arrangement that he, she, or it may have with MedAssets. "MedAssets Client" is any entity which, as of the last date of my working relationship with MedAssets, is a current MedAssets client or is actively engaged in discussions with MedAssets relating to the purchase of any HPP or similar lean consulting products or services. I acknowledge that the loss of such employees and customers would cause MedAssets great and irreparable harm.

4.2 Non-Disparagement. I must not disparage, criticize, malign, or defame MedAssets (or any of its clients or employees) to any of MedAssets' employees, clients, service providers, suppliers, or contractors during or after my working relationship with MedAssets. **Disparagement is any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient to question the business condition, integrity, product and service, quality, confidence or good character of any of MedAssets, its clients or employees.**

5. Acknowledgments.

5.1 No Reliance. By signing this agreement, I am acknowledging:

- (a) I have read this entire agreement, and agree to be bound by its terms;
- (b) I have relied on my own judgment and not on any representation or inducement made by anyone associated with MedAssets (except those set forth in this agreement); and
- (c) I have had ample time to review this agreement and seek legal counsel.

5.2 Fairness and Necessity of Agreement. By signing this agreement, I acknowledge that:

- (a) In exchange for the restrictions and covenants that I am agreeing to in this agreement, I am receiving the following consideration, which is material: the temporary assignment to MedAssets, including the training, experience, and access to the Confidential Information that I will receive in connection with the temporary assignment; the salary, wages, and any other benefits (each paid to I by the Employer); and other good and valuable consideration;
- (b) MedAssets expends substantial amounts of time, money and effort to build an effective organization, to develop business strategies, to develop employee, customer relationships, their specific needs and requirements, leads, referrals and goodwill, and has a legitimate business interest and right in protecting these assets ;
- (c) I may become familiar with MedAssets' Confidential Information through my temporary assignment, which may include, without limitation, business strategies, and information about MedAssets' employees and customers; and