

EXHIBIT B TO EMPLOYER AGREEMENT (THE "AGREEMENT")
CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

Last Updated: August 14, 2014

SECTION I: Confidential Information

1.1 **Definition.** "Confidential Information" includes all confidential or proprietary information, documentation, data, know-how, devices, designs, trade secrets and technology, whether obtained by a Party under this Agreement from the other Party before or after the execution of this Agreement, without regard to medium of storage or method of transmission of such information, including without limitation (i) all proprietary documents, including but not limited to this Agreement, all product or service descriptions, business plans, bids, proposals, financial data, memoranda, manuals, handbooks, production books and audio or visual recordings developed by a Party; (ii) all computer software and systems developed or provided by one Party to the other (including all documentation relating thereto); (iii) all proprietary methods, algorithms, logic, techniques, policies, strategies and procedures utilized by Gravie or provided by Gravie to Company in connection with the provision of the Services, and all Intellectual Property (defined below), (iv) all other material bearing a "Confidential" or similar designation; (v) any written, oral or visual information not marked or designated as confidential or proprietary at time of disclosure but that by its nature the recipient knows or should know is confidential; and (vii) any personal data.

1.2 **Exceptions.** Company and Gravie acknowledge that Confidential Information of the other Party shall not include information which (i) was in the first Party's possession legally and without obligation of confidentiality prior to the initiation of the negotiation of this Agreement, or (ii) is information generally available within the healthcare, employee benefits, or consumer-driven health care industries, or (iii) is information rightfully obtained by it through third party sources, provided that such third party source was not bound by a duty of confidentiality relating to the disclosure of such information.

1.3 **Nondisclosure Obligations.** Company and Gravie acknowledge that the other's Confidential Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable information developed at great expenditure of time, effort and money. Each Party agrees to secure and protect the Confidential Information of the other Party using all commercially reasonable means, but in no event shall such means be less than those used by the Party to secure and protect its own Confidential Information. If any person seeks to compel Company or Gravie to disclose the other's Confidential Information, then Company or Gravie, as appropriate, will promptly notify the other Party so that the Party owning such Confidential Information has the opportunity to seek an appropriate protective order. Neither Party shall use Confidential Information belonging to the other Party, except as is necessary to accomplish the objectives of this Agreement and the performance of the Services hereunder. Neither Party shall disclose, transfer, publish or display Confidential Information belonging to the other Party to any third parties, unless expressly permitted by this Agreement including all exhibits.

1.4 **Use of Confidential Information Following Termination.** Company and Gravie agree not to use, duplicate or make any copies of the Confidential Information of the other except as necessary to carry out its responsibilities under this Agreement. Upon termination of this Agreement for any reason whatsoever, Company and Gravie will promptly return to the other Party or destroy all material constituting or containing Confidential Information of the other, provided, however, that each party may retain one copy of such Confidential Information in its possession for archival purposes only.

1.5 **Remedies.** Both Company and Gravie recognize and agree that violation or breach of this Section I regarding Confidential Information shall result in grievous and irreparable harm to the other Party, which harm may be difficult to quantify, and that neither Party will have an adequate remedy at law. Therefore, Company and Gravie both agree to waive the defense that the other Party has an adequate remedy at law and agree that the other Party may enforce its rights in equity by seeking injunctive or other equitable relief, in addition to whatever other remedies may exist. Both Parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

1.6 **Survival.** The provisions of this Section I shall survive the termination of this Agreement.

SECTION II: Trademarks

The Parties acknowledge that each of them has registered or common law protected trademarks, service marks, trade names, commercial symbols or indicia (collectively, "Marks") belonging exclusively to the applicable Party (such as, specifically, Gravie and Gravie VirtualShelf with respect to Gravie). This Agreement transfers no right, title or interest in or to any such Marks to the other Party. Further, Company and Gravie acknowledge and agree that neither Party will provide any goods or services under the other Party's Marks (or otherwise use the other Party's Marks) unless a separate written license agreement or written permission to use, specifically authorizing the use of such Marks, is entered into between the Parties, except that Company will be permitted to distribute written materials provided by Gravie for use by the Company in the carrying out of the Services. Company hereby grants to Gravie a nonexclusive, royalty-free license to use the Company's Marks (as approved by Company) on the Web Portal (defined below) in the location and formats agreed upon by the Parties.

SECTION III: Intellectual Property; Work Product/Proprietary Rights; Licensing/Recordkeeping

3.1 **Intellectual Property.** Company acknowledges that Gravie will provide Company employees and their dependents a nontransferable, limited right, without right of sublicense, to access and use Gravie's hosted system comprised of a web portal ("Web Portal") from which an employee or dependent can use the Services and access information, and other software, hardware and systems (including all updates provided by Gravie), as well as any documentation furnished by Gravie (collectively, the "System"). Such access and use shall be via the Internet, solely for personal use by employees and their dependents. Gravie and its licensors reserve all rights in and to the System, System data, and other services not expressly granted to employees and their dependents separately (collectively, "Intellectual Property"). Company shall have no right to, and shall not permit any third party to (except for employees and their dependents authorized under this Agreement): (i) use or access the Intellectual Property for administrative or any other purposes, including without limitation use for the benefit of any third party; or (ii) reproduce, publicly display, publicly perform, download, modify, create derivative works of or distribute, transfer or assign the Intellectual Property, in whole or in part, or attempt to reverse engineer, decompile, disassemble, or access the source code for, the Intellectual Property or any component thereof. Company acknowledges that the Intellectual Property contains copyrighted and proprietary products and materials of Gravie and its licensors.

3.2 **Right to Terminate Access.** Gravie reserves the right to terminate any individual's access to and use of the System in the event such individual breaches any of the terms and conditions of use thereof.

3.3 **No Transfer of Rights.** Gravie and Company agree that this Agreement will transfer no right, title and interest from Gravie to Company and that Gravie and its licensors will retain all right, title and interest in and to the Intellectual Property and any derivative works thereof whether created by Gravie or Company or jointly by the Parties during the Term of this Agreement or within one year after the expiration or termination of this Agreement. To

the extent that any rights in derivative works of the Intellectual Property may be considered (now or later) to be owned by Company, Company hereby assigns to Gravie any and all right, title and interest (including all intellectual property rights) of Company in and to such derivative works. Company agrees to provide to Gravie upon request, and to cause personnel of Company to provide to Gravie, any and all duly executed and acknowledged instruments of assignments, affidavits, and other documents, and render all lawful assistance reasonably required by Gravie, in order to perfect, defend and enforce the rights of Gravie set forth in this Agreement. Company may not use Intellectual Property (including without limitation derivative works) outside of the scope of the rights made available to employees and their dependents unless a separate written license agreement or written permission to use, specifically authorizing the use of such rights, is entered into between the Parties.

SECTION IV: Miscellaneous

- 4.1 Definitions. Capitalized terms used but not defined in this exhibit shall have the meaning set forth in the Agreement including other exhibits to the Agreement.
- 4.2 Survival. The provisions of this Exhibit B shall survive the termination of this Agreement.