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*Superior Court of California,
County of San Francisco*
03/15/2022
Clerk of the Court
BY: KAREN VALDES
Deputy Clerk

Attorneys for Plaintiff
VIMO, INC., d/b/a GETINSURED

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

UNLIMITED JURISDICTION

CGC-22-598715

VIMO, INC., d/b/a GETINSURED, a
Delaware corporation;

Plaintiff,

v.
DELOITTE CONSULTING LLP, a Delaware
limited liability company, and DOES 1-25
inclusive,

Defendants.

Case No. _____

COMPLAINT FOR:

- (1) Breach of Contract – PA Services Agreement**
- (2) Breach of the Implied Covenant of Good Faith and Fair Dealing – PA Services Agreement**
- (3) Breach of Contract – NJ Services Agreement**
- (4) Breach of the Implied Covenant of Good Faith and Fair Dealing – NJ Services Agreement**
- (5) Unfair Competition**
- (6) Declaratory Judgment**

DEMAND FOR JURY TRIAL

1 Plaintiff, Vimo, Inc., d/b/a GetInsured (“Plaintiff” or “GetInsured”) for its complaint against
2 Defendant Deloitte Consulting LLP (“Deloitte”) and DOES 1 through 25 (collectively, “Defendants”)
3 hereby alleges as follows:

4 1. GetInsured is an industry leader in the development and licensing of insurance
5 enrollment software, in particular software used by public sector clients to offer health insurance to
6 citizens through state-based healthcare exchanges.

7 2. In November 2019, GetInsured entered into an agreement with Pennsylvania to license
8 Plaintiff’s software for use with the state’s health insurance exchange. Thereafter, GetInsured
9 contracted with Deloitte to provide various services for the engagement, entering into a Services
10 Agreement (“PA Services Agreement”) with Deloitte on February 21, 2020.

11 3. In the fall of 2019, GetInsured entered into an agreement with New Jersey to license
12 Plaintiff’s software for use with the state’s health insurance exchange. GetInsured entered a nearly
13 identical Services Agreement (“NJ Services Agreement”) with Deloitte to provide various services
14 for the engagement in February 2020.

15 4. On December 27, 2021, pursuant to a section of the PA Services Agreement entitled
16 “Ownership and Return of Confidential Information and Company Property,” GetInsured requested
17 the return of all confidential GetInsured information, materials, and work product received by or
18 generated by Deloitte in connection with the Pennsylvania engagement.

19 5. On January 18, 2022, pursuant to an identical section of the NJ Services Agreement,
20 GetInsured requested the return of all confidential GetInsured information, materials, and work
21 product received by or generated by Deloitte in connection with the New Jersey engagement.

22 6. Deloitte sent two letters in January 2022 responding to each of these requests. These
23 letters made it clear that Deloitte would not deliver any confidential material or innovations to
24 GetInsured, in violation of the clear terms of the PA Services Agreement and NJ Services Agreement.
25 GetInsured has been forced to bring this action to secure its confidential information, and to ensure
26 none of its intellectual property or innovations have been improperly used to develop products that
27 compete directly with GetInsured’s insurance enrollment software.

28 ///

1 **THE PARTIES**

2 7. Plaintiff Vimo, Inc., d/b/a GetInsured, is a Delaware corporation with its principal
3 place of business in Mountain View, California. GetInsured is an industry leader in the provision of
4 insurance enrollment software, in particular to provide the infrastructure for state-based health
5 insurance exchanges.

6 8. Defendant Deloitte Consulting LLP is part of a global accounting and consulting brand
7 that, among other things, provides platform and software consulting services. Deloitte is a Delaware
8 limited liability partnership with its U.S. Headquarters in New York City, New York. In the PA
9 Services Agreement, Deloitte’s principal place of business is listed as Harrisburg, Pennsylvania. In
10 the NJ Services Agreement, Deloitte’s principal place of business is listed as Boston, Massachusetts.

11 9. GetInsured is unaware of the true names and capacities of DOES 1 through 25,
12 inclusive, whether individual, corporate, associate, or otherwise, and therefore brings suit against
13 these defendants under such fictitious names. GetInsured is informed and believes, and thereupon
14 alleges, that each of the defendants named herein as a DOE is liable for the acts, occurrences, and
15 events alleged herein. GetInsured will amend this Complaint to insert the true names and capacities
16 of said DOE defendants when such information has been ascertained.

17 **JURISDICTION & VENUE**

18 10. This Court has jurisdiction because the amount in controversy exceeds \$25,000, and
19 because Plaintiff and Defendant irrevocably consented to the exclusive jurisdiction of the courts in
20 the State of California for all matters arising from the PA Services Agreement and NJ Services
21 Agreement.

22 11. Pursuant to Code of Civil Procedure Section 395(a) venue is proper in the County of
23 San Francisco because Defendant has offices in San Francisco or, alternately, because Defendant’s
24 principal place of business is located out of state.

25 **FACTUAL ALLEGATIONS**

26 **GetInsured Provides SaaS Products to Public-Sector Health Insurance Systems**

27 12. Founded in 2005, GetInsured is a small technology company that specializes in
28 creating online platforms for health insurance shopping and enrollment. Since 2010, after passage of

1 the Affordable Care Act (“ACA”), GetInsured has focused on developing products for public-sector
2 agencies building state-based health insurance exchanges under the ACA. GetInsured is the market
3 leader in the provision of “software as a service” (or “SaaS”) products for public-sector health
4 insurance systems. GetInsured’s award-winning SaaS platforms process enrollments for 2.7 million
5 customers, which represents approximately three-quarters of all state-based marketplace enrollments.

6 **The Pennsylvania Project**

7 13. In November 2019, GetInsured and the Pennsylvania Insurance Department Bureau of
8 Administration, on behalf of the Pennsylvania Health Insurance Exchange Authority, entered into an
9 agreement for Plaintiff to provide the platform for Pennsylvania’s state-based health and dental
10 insurance exchange (the “Pennsylvania Engagement”). The exchange launched in September 2020
11 under the name “Pennie.”

12 14. In furtherance of the Pennsylvania Engagement, on February 21, 2020 GetInsured
13 entered into the PA Services Agreement, under which Defendant provided personnel to perform
14 various technical and management services for the project. A true and correct copy of the PA
15 Services Agreement, without its exhibits, is attached hereto as Exhibit A.

16 15. To facilitate Deloitte’s performance under the PA Services Agreement, GetInsured
17 provided Deloitte with confidential and sensitive business information relating to GetInsured and its
18 products. The PA Services Agreement provided the following definition of “Confidential
19 Information” at Section 5(a), with “Company” referring to GetInsured and “Contractor” referring to
20 Deloitte:

21 Definition of Confidential Information. “Confidential Information” means (a) any technical
22 and non-technical information related to the Company’s business and current, future and
23 proposed products and services of the Company, including for example and without
24 limitation, Company Innovations, Company Property (as defined in Section 6 . . . , and
25 Company’s information concerning research, development, design details and specifications,
26 financial information, procurement requirements, engineering and manufacturing information,
27 customer lists, business forecasts, sales information and marketing plans, and (b) any
28 information that may be made known to Contractor and that Company has received from
others that Company is obligated to treat as confidential or proprietary and such notice has
been provided to Contractor, which shall include, without limitation, any recorded
information, regardless of the form, the media on which it is recorded or the method of
recording (“Data”) received from or on behalf of the Commonwealth.

16. The term “Company Innovations” is defined in Section 4(a) of the PA Services

1 Agreement:

2 “Innovations” and “Company Innovations” Definitions. “Innovations” means all discoveries,
3 designs, developments, improvements, inventions (whether or not protectable under patent
4 laws), works of authorship, information fixed in any tangible medium of expression (whether
5 or not protectable under copyright laws), mask works, trademarks, service marks, trade names
6 and trade dress. “Company Innovations” means Innovations that Contractor, solely or jointly
7 with others, conceives, develops or reduces to practice related to any Project Assignment.

8 17. The PA Services Agreement further provided, at Section 6, that:

9 Ownership and Return of Confidential Information and Company Property. All Confidential
10 Information and any materials (including, without limitation, documents, drawings, papers,
11 diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by
12 Company, whether delivered to Contractor by Company or made by Contractor in the
13 performance of services under this Agreement and whether or not they contain or disclose
14 Confidential Information (collectively, the “Company Property”), are the sole and exclusive
15 property of Company or Company’s suppliers or customers, subject to Section 4 above.
16 Contractor agrees to keep all Company Property at Contractor’s premises unless otherwise
17 permitted in writing by Company. **Within five (5) days after any request by Company,**
18 **Contractor shall destroy or deliver to Company, at Company’s option, (a) all Company**
19 **Property and (b) all materials in Contractor’s possession or control that contain or**
20 **disclose any Confidential Information. Upon written request Contractor will provide**
21 **Company a written certification of Contractor’s compliance with Contractor’s**
22 **obligations under this Section.**

23 (Emphasis added).

24 18. Under Section 9(b) of the PA Services Agreement, GetInsured had the right to
25 terminate the contract without cause on 15-days’ notice. On December 27, 2021, GetInsured
26 provided Deloitte with notice that in 15 days it would be terminating the contract (the “PA Return
27 Request Letter”). A true and correct copy of this letter is attached hereto as Exhibit B.

28 19. The PA Return Request Letter further invoked GetInsured’s right under Section 6 of
the PA Services Agreement to request the delivery of “(a) all Company Property and (b) all materials
in Contractor’s possession or control that contain or disclose any Confidential Information.” The
letter informed Deloitte that GetInsured had elected to request the delivery, rather than destruction, of
the materials identified in Section 6. The letter also requested that Deloitte provide a written
certification that all materials had been delivered and that no materials had been improperly
transferred to third parties. *See* PA Services Agreement, Exhibit A at § 6 (“Upon written request
Contractor will provide Company a written certification of Contractor’s compliance with Contractor’s
obligations under this Section.”).

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1 **The New Jersey Project**

2 20. On January 6, 2020, the New Jersey Department of Banking and Insurance announced
3 that GetInsured had been awarded a five-year contract to develop and operate the technology
4 transition from the federal marketplace to a state-based exchange. Under the terms of the agreement
5 between GetInsured and New Jersey, GetInsured was engaged to deploy and operate its SaaS
6 platform for New Jersey’s State-Based Health Insurance Exchange.

7 21. In furtherance of the New Jersey Engagement, on February 21, 2020 GetInsured
8 entered into the NJ Services Agreement with Deloitte, under which Deloitte provided personnel to
9 perform various technical and management services for the project. A true and correct copy of the NJ
10 Services Agreement, without its exhibits, is attached hereto as Exhibit C.

11 22. The NJ Services Agreement is nearly identical to the PA Services Agreement,
12 containing Section 6 that governs “Ownership and Return of Confidential Information and Company
13 Property” and the same definitions of “Confidential Information” and “Company Innovations.” *See*
14 NJ Services Agreement, Exhibit C. The NJ Services Agreement contains the same obligation for
15 Deloitte to return materials to GetInsured upon GetInsured’s request:

16 **Within five (5) days after any request by Company, Contractor shall destroy or deliver**
17 **to Company, at Company’s option, (a) all Company Property and (b) all materials in**
18 **Contractor’s possession or control that contain or disclose any Confidential Information.**
19 **Upon written request Contractor will provide Company a written certification of**
20 **Contractor’s compliance with Contractor’s obligations under this Section.**

21 (NJ Services Agreement, Exhibit C at § 6 (emphasis added).)

22 23. On January 18, 2022, GetInsured sent Deloitte a letter invoking GetInsured’s right
23 under Section 6 of the NJ Services Agreement to request the delivery of “(a) all Company Property
24 and (b) all materials in Contractor’s possession or control that contain or disclose any Confidential
25 Information.” A true and correct copy of this letter (the “NJ Return Request Letter” is attached hereto
26 as Exhibit D.

27 24. As with the PA Return Request Letter, the NJ Return Request Letter informed Deloitte
28 that GetInsured had elected to request the delivery, rather than destruction, of the materials identified
in Section 6. And the letter requested that Deloitte provide a written certification that all materials

1 had been delivered and that no materials had been improperly transferred to third parties, as Deloitte
2 was required to do under the NJ Services Agreement. *See* NJ Services Agreement, Exhibit C at § 6.

3 **Deloitte’s Breach of the PA and NJ Services Agreements**

4 25. Deloitte Principal Brian Holwig responded to the PA Return Request Letter on January
5 11, 2022, with a letter that made clear Deloitte had no intention of delivering any materials
6 whatsoever to GetInsured (the “PA Breach Letter”). A true and correct copy of this letter is attached
7 hereto as Exhibit E.

8 26. Deloitte Principal Ryan Fitzgerald responded to the NJ Return Request Letter on
9 January 24, 2022, with a letter (the “NJ Breach Letter”) similar to the letter sent by Mr. Holwig in
10 connection with the Pennsylvania project. Mr. Fitzgerald’s letter stated Deloitte “does not believe it
11 has any Company Property or any such materials that contain or disclose Confidential Information to
12 destroy or return.” A true and correct copy of this letter, without its attachment, is attached hereto as
13 Exhibit F.

14 27. Deloitte’s breach letters advance numerous untenable arguments. For example, in the
15 PA Breach Letter, Deloitte argues that Section 6 of the PA Services Agreement “state[s] that Deloitte
16 is to ‘destroy or deliver’ all ‘Company Property,’ not Confidential Information.” *See* PA Breach
17 Letter, Exhibit E. However, the relevant portion of Section 6 of the Services Agreement states:
18 “[Deloitte] shall destroy or deliver to [GetInsured], at [GetInsured’s] option, (a) all Company
19 Property **and (b) all materials in Contractor’s possession or control that contain or disclose any**
20 **Confidential Information.**” *See* PA Services Agreement, Exhibit A at § 6 (emphasis added).
21 Indeed, Section 6 is entitled “Ownership and Return of Confidential Information and Company
22 Property.”

23 28. Next, Deloitte suggests that Section 6 of the Services Agreement only “pertains to
24 tangible items” because the word “materials” is used and there is a reference to keeping Company
25 Property at GetInsured’s “premises.” *See* PA Breach Letter, Exhibit E. *See* PA Services Agreement,
26 Exhibit A at § 6. However, Confidential Information is defined in Section 5(a) of the PA Services
27 Agreement not as “tangible items,” but as “**information** related to [GetInsured’s] business and
28 current, future and proposed products and services of [GetInsured], including for example and

1 without limitation, Company Innovations, Company Property..., and [GetInsured’s] **information**
2 concerning research, development, design details and specifications, financial **information**,
3 procurement requirements, engineering and manufacturing **information**, customer lists, business
4 forecasts, sales information and marketing plans....” *Id.* (emphasis added). Nowhere is
5 “Confidential Information” defined to exclude electronically stored information. Indeed, the
6 suggestion that two sophisticated companies that develop and license software solutions would
7 indirectly carve out electronic documents and files from core confidentiality requirements, in a
8 contract drafted in 2020, is absurd.

9 29. Additionally, the definition of “Confidential Information” in the Services Agreement
10 explicitly includes “Company Innovations,” which encompasses “information fixed in any tangible
11 medium of expression,” and as well intangible concepts such as “discoveries, designs, developments,
12 improvements, inventions . . . trade secrets, know-how, [and] ideas,” among other things. *See* PA
13 Services Agreement, Exhibit A at § 4(b).

14 30. After ignoring the definition of Confidential Information and unilaterally excluding all
15 electronic documents and files from the confidentiality provisions of the Services Agreement, Mr.
16 Holwig declared in the PA Breach Letter that, “[b]ased on our understanding of Section 6, Deloitte
17 certifies that it is in compliance with its obligations under this Section.”

18 31. Deloitte’s response in the NJ Breach Letter also asserts that Deloitte is not required to
19 return “Confidential Information,” and that Section 6 of the NJ Services Agreement “makes clear that
20 it pertains to tangible items.” *See* NJ Breach Letter, Exhibit F. The NJ Breach Letter concludes by
21 stating “Deloitte does not believe it has any Company Property or any such materials that contain or
22 disclose Confidential Information to destroy or return.” *Id.*

23 **Deloitte Possesses Expansive Materials that Must Be Delivered to GetInsured**

24 32. On information and belief, Deloitte continues to possess substantial volumes of
25 material that it has not delivered to GetInsured, in violation of the PA and NJ Services Agreements.

26 33. First, GetInsured is aware of significant volumes of “Confidential Information” that it
27 has transmitted to Deloitte over the life of each of these agreements. This includes, for example,
28 proposals outlining GetInsured’s capabilities and product architecture; technical design documents

1 providing configuration details to accelerate SaaS product integration; design documents describing
2 product interface and connection details; lists of product deliverables; documents summarizing
3 GetInsured’s software processes and under-the-hood product behavior; user interface workflow
4 diagrams; meeting minutes of team discussions; documents relating to GetInsured product and
5 branding strategies; detailed responses to client requests for proposals; and other documents
6 describing GetInsured’s products and strategy. Deloitte has made clear that it has no intention of
7 returning any of these highly sensitive documents to GetInsured.

8 34. Further, under the PA and NJ Services Agreements, Deloitte is required to deliver all
9 “Company Innovations” to GetInsured—i.e., all developments, work product, inventions, etc. that
10 Deloitte may have created during the lifetime of its agreement with GetInsured. Under Section 4(b)
11 of each agreement, Deloitte also agreed to assign ownership of all Company Innovations developed
12 by Deloitte to GetInsured. *See* PA Services Agreement, Exhibit A at § 4(b); NJ Services Agreement,
13 Exhibit C at § 4(b).

14 35. In recent months, Deloitte has begun marketing a new product branded “HealthChoice
15 by Deloitte,” which it describes as “a turnkey health benefit exchange platform that is easily
16 implemented and configured to your state’s needs.” Deloitte further boasts that HealthChoice “can be
17 implemented quickly, efficiently, and securely,” and is supported by “1,000+ subject matter and
18 implementation experts dedicated to innovating the health benefits exchange marketplace.”
19 HealthChoice, which is also based on an SaaS model, is a direct competitor of GetInsured’s core
20 products.

21 36. GetInsured is aware that Deloitte routinely rotates personnel through engagements,
22 and on information and belief Deloitte has leveraged the experience of staff assigned to the
23 Pennsylvania and New Jerseys projects to develop its own HealthChoice product, and to do work on
24 projects for other states that are intended to replace GetInsured’s platform.

25 37. Any Company Innovations developed during the Pennsylvania or New Jersey
26 engagements belong to GetInsured, and Deloitte has no right to use, reference, incorporate, or
27 otherwise benefit from such innovations in connection with its own HealthChoice product or other
28 insurance enrollment projects, without GetInsured’s express permission. Delivery of all Company

1 Innovations is necessary for GetInsured to understand the nature of the Company Innovations it has
2 gained ownership of, and to determine whether Deloitte has improperly incorporated Company
3 Innovations into HealthChoice or other software systems without informing or compensating
4 GetInsured.

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Contract—PA Services Agreement)**

7 38. GetInsured realleges and incorporates by reference the above allegations as though
8 fully set forth herein.

9 39. As described above, under the PA Services Agreement, Deloitte was required to
10 destroy or deliver, at GetInsured's election, various documents and materials to GetInsured upon its
11 request.

12 40. GetInsured requested the delivery of these materials per the PA Services Agreement.

13 41. Deloitte breached the PA Services Agreement by, among other things, (i) refusing to
14 deliver to GetInsured any Company Property or materials that contain or disclose GetInsured's
15 Confidential Information; (ii) failing to provide written certification of Deloitte's compliance with
16 Section 6 of the PA Services Agreement; (iii) using GetInsured's Company Property, Confidential
17 Information, and/or its Company Innovations beyond the scope permitted under the PA Services
18 Agreement.

19 42. GetInsured has fully performed all obligations under the PA Services Agreement.

20 43. As a result of Deloitte's breach, GetInsured has been harmed in an amount to be
21 determined at trial.

22 **SECOND CAUSE OF ACTION**

23 **(Breach of the Implied Covenant of Good Faith and Fair Dealing—PA Services Agreement)**

24 44. GetInsured realleges and incorporates by reference the above allegations as though
25 fully set forth herein.

26 45. Like all contracts, the PA Services Agreement between GetInsured and Deloitte
27 contained an implied covenant of good faith and fair dealing which bound each party, such that
28 neither party would do anything that would injure the rights of the other party to receive the benefits

1 of the agreement, and that imposed on each party the duty to exercise its discretion in such a way as
2 to protect the reasonable expectations of the other party to the contract.

3 46. By engaging in the conduct described above, Deloitte's acts and omissions were in bad
4 faith and injured the rights of—and breached Deloitte's duty to protect—the reasonable expectations
5 of GetInsured.

6 47. Specifically, as described above, Deloitte was required to destroy or deliver, at
7 GetInsured's election, various documents and materials to GetInsured upon its request. Instead of
8 abiding by its contractual obligations, Deloitte advanced bad faith arguments and retained
9 GetInsured's Confidential Information and Company Innovations that were assigned to GetInsured.
10 All the while, Deloitte continued to develop and market HealthChoice, its own health insurance
11 enrollment solution that directly competes with GetInsured's products. Deloitte is also assisting
12 certain states by developing a replacement for GetInsured's proprietary platform, and it has moved
13 personnel from the PA project to such competing engagements with inadequate security provision in
14 place to protect GetInsured's confidential information and innovations.

15 48. As a direct and proximate result of such breaches, GetInsured has been damaged in an
16 amount to be proven at trial.

17 **THIRD CAUSE OF ACTION**

18 **(Breach of Contract—NJ Services Agreement)**

19 49. GetInsured realleges and incorporates by reference the above allegations as though
20 fully set forth herein.

21 50. As described above, under the NJ Services Agreement, Deloitte was required to
22 destroy or deliver, at GetInsured's election, various documents and materials to GetInsured upon its
23 request.

24 51. GetInsured requested the delivery of these materials per the NJ Services Agreement.

25 52. Deloitte breached the PA Services Agreement by, among other things, (i) refusing to
26 deliver to GetInsured all the Company Property or materials that contain or disclose GetInsured's
27 Confidential Information in its possession; (ii) failing to provide written certification of Deloitte's
28 compliance with Section 6 of the PA Services Agreement; (iii) using GetInsured's Company

1 Property, Confidential Information, and/or its Company Innovations beyond the scope permitted
2 under the PA Services Agreement.

3 53. GetInsured has fully performed all obligations under the NJ Services Agreement.

4 54. As a result of Deloitte's breach, GetInsured has been harmed in an amount to be
5 determined at trial.

6 **FOURTH CAUSE OF ACTION**

7 **(Breach of the Implied Covenant of Good Faith and Fair Dealing—NJ Services Agreement)**

8 55. GetInsured realleges and incorporates by reference the above allegations as though
9 fully set forth herein.

10 56. Like all contracts, the PA Services Agreement between GetInsured and Deloitte
11 contained an implied covenant of good faith and fair dealing which bound each party, such that
12 neither party would do anything that would injure the rights of the other party to receive the benefits
13 of the agreement, and that imposed on each party the duty to exercise its discretion in such a way as
14 to protect the reasonable expectations of the other party to the contract.

15 57. By engaging in the conduct described above, Deloitte's acts and omissions were in bad
16 faith and injured the rights of—and breached Deloitte's duty to protect—the reasonable expectations
17 of GetInsured.

18 58. Specifically, as described above, Deloitte was required to destroy or deliver, at
19 GetInsured's election, various documents and materials to GetInsured upon its request. Instead of
20 abiding by its contractual obligations, Deloitte advanced bad faith arguments and retained
21 GetInsured's Confidential Information and Company Innovations that were assigned to GetInsured.
22 All the while, Deloitte continued to develop and market HealthChoice, its own health insurance
23 enrollment solution that directly competes with GetInsured's products. Deloitte is also assisting
24 certain states by developing a replacement for GetInsured's proprietary platform, and it has moved
25 personnel from the PA project to such competing engagements with inadequate security provision in
26 place to protect GetInsured's confidential information and innovations.

27 59. As a direct and proximate results of such breaches, GetInsured has been damaged in an
28 amount to be proven at trial.

1 **FIFTH CAUSE OF ACTION**

2 **(Unfair Competition)**

3 60. GetInsured realleges and incorporates by reference the above allegations as though
4 fully set forth herein.

5 61. California Business and Professions Code section 17200, *et seq.* prohibits the
6 commission of any “unlawful, unfair, and/or fraudulent” business act or practices. The business acts
7 and practices of Deloitte, as alleged herein, constitute wrongful and unfair conduct within the
8 meaning of section 17200, *et seq.*

9 62. Specifically, as described above, Deloitte, among other things, refused to deliver
10 various documents and materials to GetInsured upon its request. Additionally, when GetInsured
11 requested that Deloitte abide by its contractual obligations, Deloitte advanced a bad faith argument
12 and retained GetInsured’s Confidential Information and Company Innovations that were assigned to
13 GetInsured. Deloitte’s statements in the breach letters were knowingly false and/or deceptive, as
14 Deloitte is aware that it possesses materials and innovations that it is required to deliver to
15 GetInsured. All the while, Deloitte continued to develop and market HealthChoice, its own health
16 insurance enrollment solution that directly competes with GetInsured’s products.

17 63. GetInsured has suffered actual injury and has lost money or property by virtue of
18 Deloitte’s unfair business practices.

19 64. GetInsured seeks restitution from Deloitte and seeks an order of this Court disgorging
20 all commissions, profits, benefits, and other compensation obtained by Deloitte from its unfair
21 business practices.

22 **SIXTH CAUSE OF ACTION**

23 **(Declaratory Relief)**

24 65. GetInsured incorporates by reference the above allegations as though fully set forth
25 herein.

26 66. In the PA and NJ Breach Letters, Deloitte asserts that it is not required by the
27 underlying services agreements to deliver non-tangible materials to GetInsured under Section 6, on
28 the ground that this section excludes electronic documents and files.

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DEMAND FOR JURY TRIAL

GetInsured demands a trial by jury on each of its causes of action that are triable before a jury.

Dated: March 15, 2022

LEWIS & LLEWELLYN LLP
Ryan B. Erickson
Rebecca Furman
Tobias G. Snyder

By: 
Ryan B. Erickson

Attorneys for Plaintiff
VIMO, INC., d/b/a GETINSURED

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement is made and entered into, as of February 21, 2020 ("Effective Date"), by and between Vimo, Inc., dba GefInsured ("Company"), having a principal place of business at 1305 Terra Bella Avenue, Mountain View, CA 94043 and Deloitte Consulting LLP, having a principal place of business at 30 N. Third Street, Harrisburg PA 17101 ("Contractor").

Company and Pennsylvania Insurance Department Bureau of Administration, on behalf of the Pennsylvania Health Insurance Exchange Authority ("Client" or "the Commonwealth") have entered into a contract dated November 25, 2019 (the "Contract" or "Prime Contract") under which Company has agreed to perform for Client the services described in the Contract. Company wants Contractor to perform for the Commonwealth on behalf of Company the services described on Exhibit A.

1. Engagement of Services. Company may issue Project Assignments to Contractor in the form attached to this Agreement as Exhibit A (Project Assignment). A Project Assignment will become binding when both parties have signed it and once signed, Contractor will provide the services as specified in such Project Assignment. The terms of this Agreement will govern all Project Assignments and services undertaken by Contractor for Company.

2. Compensation; Timing. Company will pay Contractor the fee set forth in each Project Assignment for the services provided as specified in such Project Assignment; provided however that Company shall pay Contractor such fee no later than thirty (30) days after the Company's receipt of payment for such services from the Commonwealth. If provided for in the Project Assignment, Company will reimburse Contractor's expenses no later than thirty (30) days after Company's receipt of Contractor's invoice, provided that reimbursement for expenses may be delayed until such time as Contractor has furnished reasonable documentation for authorized expenses as Company may reasonably request. Company will make every reasonable effort to obtain timely payment for Contractor's services. Company shall not waive the right to payment with the Commonwealth for Contractor's services without Contractor's prior written agreement. Notwithstanding the foregoing, if payment is withheld by the Commonwealth as a result of an issue other than an incorrect invoice or a failure of Contractor to provide the services as required under the Project Assignment, payment is due within thirty (30) days of Company's receipt of Contractor's invoice. Upon termination of this Agreement for any reason, Contractor will be (a) paid fees on the basis stated in the Project Assignment(s) and (b) reimbursed only for expenses that are incurred prior to termination of this Agreement and which are either expressly identified in a Project Assignment or approved in advance in writing by an authorized Company manager. In addition to any right of setoff provided by law, all amounts due Contractor shall be considered net of indebtedness (which has been agreed to by the parties in writing or has been established by a court of competent jurisdiction) of Contractor to Company; and Company shall have the right to setoff such amounts against or to recoup from any amounts due to Contractor from Company hereunder.

3. Independent Contractor Relationship. Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. Contractor will not be entitled to any of the benefits that Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by a Company manager. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Contractor's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. Disclosure and Assignment of Work Resulting from Project Assignments.

(a) "Innovations" and "Company Innovations" Definitions. "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. "Company Innovations" means Innovations that Contractor, solely or jointly with others, conceives, develops or reduces to practice related to any Project Assignment.

(b) Disclosure and Assignment of Company Innovations. Contractor agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of Company. Contractor agrees to promptly disclose and describe to Company all Company Innovations. Contractor hereby does and will assign to Company or Company's designee all of Contractor's right, title and interest in and to any and all Company Innovations and all associated records. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Contractor to Company, Contractor hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by Contractor to Company, Contractor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest.

(c) Assistance. Except for Out-of-Scope Innovations, Contractor agrees to perform, during and after the term of this Agreement, all acts necessary to permit and assist Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Contractor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement within 30 days (or other such period as agreed upon) after providing written notice of such request, Contractor hereby irrevocably designates and appoints Company and Company's duly authorized officers and agents as Contractor's agents and attorneys-in-fact to act for and on Contractor's behalf and instead of Contractor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Company Innovations, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

(d) Out-of-Scope Innovations. If Contractor incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Contractor (solely or jointly) either (i) unrelated to Contractor's work for Company under this Agreement, (ii) separately from Contractor's work for Company under this Agreement, or (iii) prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Company Innovations, then for any such Innovations included in a deliverable, Contractor hereby grants to Company and Company's

designees a non-exclusive, royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to such Out-of-Scope Innovations. Notwithstanding the foregoing, Contractor agrees that Contractor will not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company's prior written consent.

5. Confidentiality.

(a) Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company Innovations, Company Property (as defined in Section 6 ("Ownership and Return of Confidential Information and Company Property")), and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information that may be made known to Contractor and that Company has received from others that Company is obligated to treat as confidential or proprietary and such notice has been provided to Contractor, which shall include, without limitation, any recorded information, regardless of the form, the media on which it is recorded or the method of recording ("Data") received from or on behalf of the Commonwealth.

(b) Nondisclosure and Nonuse Obligations. Except as permitted in this Section, Contractor shall not use, disseminate or in any way disclose the Confidential Information. Contractor may use the Confidential Information solely to perform Project Assignment(s) for the benefit of Company. Contractor shall treat all Confidential Information with the same degree of care as Contractor accords to Contractor's own confidential information, but in no case shall Contractor use less than reasonable care. If Contractor is not an individual, Contractor shall disclose Confidential Information only to those of Contractor's employees who have a need to know such information. Contractor certifies that each such employee will have agreed, in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Contractor under this Agreement. Contractor shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Contractor shall reasonably assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. Contractor agrees not to communicate any information to Company in violation of the proprietary rights of any third party.

(c) Exclusions from Nondisclosure and Nonuse Obligations. Contractor's obligations under Section 5(b) (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information that (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Contractor by Company through no fault of Contractor; (b) was rightfully in Contractor's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Contractor by Company; or (c) was developed by employees of Contractor independently of and without reference to any Confidential Information communicated to Contractor by Company. A disclosure of any Confidential Information by Contractor (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Contractor shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.

6. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by Company,

whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers, subject to Section 4 above. Contractor agrees to keep all Company Property at Contractor's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials in Contractor's possession or control that contain or disclose any Confidential Information. Upon written request Contractor will provide Company a written certification of Contractor's compliance with Contractor's obligations under this Section.

7. Observance of Company Rules; Additional Terms. At all times while on Company's premises, Contractor will observe Company's rules and regulations that are provided to Contractor in writing with respect to conduct, health, safety and protection of persons and property. Further, Contractor shall comply with all the additional terms set forth in Exhibit B.

8. No Conflict of Interest. During the term of this Agreement, Contractor will not accept work, enter into a contract or accept an obligation that prevents Contractor from fulfilling its obligations, or the scope of services to be rendered for Company, under this Agreement. Contractor warrants that, to the best of Contractor's knowledge, there is no other existing contract or duty on Contractor's part that prevents Contractor from fulfilling its obligations under this Agreement.

9. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date set forth above and will terminate upon the completion of the services as described in the Project Assignment. Company's obligation to pay for services performed by Contractor under this Agreement shall survive any termination or expiration of this Agreement.

(b) Termination by Company. Except during the term of a Project Assignment, Company may terminate this Agreement without cause at any time, with termination effective fifteen (15) days after Company's delivery to Contractor of written notice of termination. Company also may terminate this Agreement upon a material breach by Contractor of any provision under this Agreement and such breach, if capable of being cured, is not cured within ten (10) days after the date of Company's written notice of breach.

(c) Termination by Contractor. Contractor may terminate this Agreement upon a material breach by Company if Company's material breach of any provision of this Agreement is not cured, if capable of being cured, within ten (10) days after the date of Contractor's written notice of breach.

(d) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Company shall pay Contractor for services performed under this Agreement as set forth in each then pending Project Assignment(s). The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Disclosure and Assignment of Work Resulting from Project Assignments), 5 (Confidentiality), 6 (Ownership and Return of Confidential Information and Company Property), 10 (Noninterference with Business), 11 (Indemnification) and 13 (General Provisions) will survive any termination or expiration of this Agreement.

10. Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following the termination or expiration of this Agreement, Contractor and Company agree not to solicit or induce any employee or independent contractor who had substantive contact with personnel of the other in the course of the performance of services hereunder, without the other's consent,

to terminate or breach an employment, contractual or other relationship with Company or Contractor. This provision shall not restrict the right of either Contractor or Company to solicit generally in the media.

11. Indemnification. Contractor shall indemnify, defend and hold Company, its subsidiaries, and its respective personnel harmless from any and all liabilities and expenses, including without limitation, damages, losses, reasonable attorneys' fees, judgments, damages, deficiencies, settlements, and other costs, including interest, penalties and attorneys' fees (each, a "Loss" and, collectively, "Losses"), or other costs arising out of or relating to: (i) any claim, action, or lawsuit (each a "Claim") that the services performed herein infringe upon or violate any patent, copyright, trade secret, contractual, or any other proprietary right, (ii) any third party Claim of unauthorized use or disclosure of any confidential information of the Commonwealth or Company by Contractor or its personnel, (iii) any bodily injury, death or damage to tangible personal property to the extent directly and proximately caused by the negligent act or omission or willful misconduct of Contractor or its personnel while performing services under this Agreement, (iv) any third party Claim that Contractor or its personnel or subcontractors are not independent contractors, (v) any Claim by any personnel of Contractor or of subcontractors of Contractor for compensation due to him or her by reason of performing services under this Agreement or for amounts due for injuries or damages under workmen's compensation or similar acts; (vi) any Claim arising from the gross negligence, willful misconduct or fraudulent conduct of Contractor or its personnel or subcontractors; (vii) any Claim of breach of this Agreement by Contractor resulting from the Contractor's gross negligence, recklessness or the intentional misconduct of Contractor against any third party while performing services under this Agreement; or (viii) any Claim that Contractor or its subcontractors or agents failed to comply with all laws, statutes, rules, regulations and orders of the United States and the Commonwealth applicable to Contractor in its performance of the Services hereunder.

12. Contractor Personnel.

(a) Before Contractor's assignment of any person to perform services, Company will have the opportunity to review such person's qualifications, which may include a review of such person's curricula vitae and an in-person interview. Company, in its sole discretion, may approve or disapprove any such person proposed by Contractor.

(b) At any time, Company or Commonwealth may, in their sole and absolute discretion, require Contractor to remove any person from performing Services, upon the written request of Company or Commonwealth.

(c) Contractor shall not remove any person from performing services until completion of his or her portion of the services, except in the event of serious illness, separation from service, or other serious personal circumstances unless Company or Commonwealth requests the removal of such person or such person ceases to be employed by Contractor. Contractor will use all commercially reasonable effort to effectuate an efficient transition if there are any changes in personnel assigned to perform services under this Agreement.

(d) If Company requests any replacement personnel as permitted in paragraph (b) above, Contractor will provide Company with a suitable replacement at substantially the same level of experience, and at the same billing rates if hourly based, as the person being replaced, and Contractor shall not charge Company for transition effort spent by such individual or others to transition such individual onto the project.

(e) Contractor will advise any person who performs services under this Agreement of the applicable terms of this Agreement and ensure each such person's compliance with such terms.

(f) Contractor represents, warrants, and covenants that each person that performs services has and will have at all times while assigned to perform the services (i) the requisite knowledge, skill, and professional ability to meet the applicable requirements of this Agreement and the Project Assignment in a professional and workmanlike manner and in accordance with the standards of Contractor's industry, (ii) status as a full-time employee unless otherwise agreed in the Project Assignment, and (iii) valid and legal work authorization under the immigration laws and regulations of the United States. Contractor represents, warrants, and covenants that each person that performs services is not, and will not be at any time while assigned to perform services, restricted by contract or otherwise in any way from performing services. Repeated failure by Contractor personnel to attend meetings on a timely manner or meet agreed to deadlines shall be deemed a material breach of the Agreement.

(g) The Equal Employment Opportunity provisions in section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the employment of veterans, the Rehabilitation Act of 1973, as amended, relative to equal employment of handicapped individuals, and the Vietnam Era Veterans Readjustment Assistance of 1972, as amended, are incorporated herein by specific reference. During the performance of this Agreement, Contractor agrees to comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5, 60-741.4, and 29 C.F.R. part 470, which are incorporated into this Agreement by this reference, if applicable. Contractor also agrees to comply with all applicable nondiscrimination and equal employment opportunity provisions of the contract by and between the Commonwealth and Company.

13. General Provisions.

(a) Successors and Assigns. Contractor may not subcontract, assign or otherwise delegate Contractor's obligations under this Agreement without Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Company's successors and assigns, and will be binding on Contractor's assignees.

(b) Injunctive Relief. Contractor's obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations may result in irreparable and continuing damage to Company for which money damages are insufficient, and Company may be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

(d) Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

(e) Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(f) Waiver; Modification. If Company waives any term, provision or Contractor's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.

(h) Limitation on Damages. Each party, its subsidiaries, subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, the Project Assignment or the services (each, a "Liability" and collectively, "Liabilities") for an aggregate amount in excess of the fees paid and payable by Company to Contractor pursuant to the Project Assignment, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Liability), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including lost profits and opportunity costs), relating to this Agreement, the Project Assignment or the Services. The provisions of this Section shall not apply to any Liability for which one party has an express obligation to indemnify the other or to any breach of Sections 4 or 5. In circumstances where any limitation on damages or indemnification provisions hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Liability shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Company"

"Contractor"

Vimo, Inc.

Deloitte Consulting LLP

By: _____

By: _____

Name: Chini Krishnan

PAUL NEU

Name: Brian Holwig

Title: CEO

SUP BUS DEVEL.

Title: Principal

EXHIBIT B



Via Email and Overnight Mail

December 27, 2021

Brian Holwig
Principal | Government & Public Services
Deloitte Consulting
30 North Third Street, Suite 800,
Harrisburg, PA 17101
Email: bholwig@deloitte.com

Re: *Termination of the February 21, 2020 Services Agreement Related to the Pennsylvania Exchange Project and the Return of Confidential Information and Property*

Dear Brian:

As you know, Vimo, Inc., dba GetInsured, (“GetInsured”) and Deloitte Consulting LLP (“Deloitte”) entered into a Services Agreement as of February 21, 2020 related to Pennsylvania’s health insurance exchange platform (the “Agreement”). A copy of the Agreement is enclosed.

GetInsured hereby exercises its right under Section 9(b) to terminate the Agreement, effective on **January 11, 2022**. This letter represents written notice of this termination.

I also write to exercise GetInsured’s contractual right to request the return of all confidential information and materials in the possession or control of any Deloitte employees, personnel, contractors, or representatives that relates in any way to the Pennsylvania project or the Agreement. Specifically, Section 6 of the Agreement states the following:

Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the “Company Property”), are the sole and exclusive property of Company or Company’s suppliers or customers, subject to Section 4 above. Contractor agrees to keep all Company Property at Contractor’s premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company’s option, (a) all Company Property and (b) all materials in Contractor’s possession or control that contain or disclose any Confidential Information. Upon written



request Contractor will provide Company a written certification of Contractor's compliance with Contractor's obligations under this Section.

In light of the holidays, GetInsured requests that Deloitte return all Company Property, as defined above, as well as all documents and materials in Deloitte's possession that contain or disclose any GetInsured Confidential Information by no later than the close of business on **January 11, 2021**. This includes, without limitation, the return of any documents that may be located in any electronic folders; local or cloud-based databases; on any individual's computer; in any individuals' email accounts; or any hardcopy media (hard drives, CDs, etc.). By the same date, along with the return of such documents and materials, we also request that Deloitte provide a written and signed certificate confirming the return of all such information and materials, as well as Deloitte's compliance with Section 6 of the Agreement. This certificate should also clarify that no such information and materials remain in Deloitte's possession or control.

Additionally, as set forth in Section 6, among other places, Deloitte is obligated to keep all Company Property at Deloitte's premises, unless otherwise permitted in writing by GetInsured to transfer it elsewhere. Therefore, please confirm in writing that Deloitte did not move or otherwise transfer any Company Property or GetInsured Confidential Information, or copies or portions thereof, to any third parties. If any such transfers to third parties or outside of Deloitte's premises did occur, we request that Deloitte provide a detailed summary of those transfers—what was transferred, by whom, to whom, and when—immediately, and in no event later than the close of business on **January 11, 2022**.

Finally, under Section 5(b) of the Agreement, Deloitte is prohibited from using, disseminating, or in any way disclosing GetInsured's Confidential Information, which was disclosed to Deloitte "solely to perform" the Pennsylvania exchange project. Deloitte is obligated to "immediately give notice to [GetInsured] of any unauthorized use of disclosure of the Confidential Information," and it must "reasonably assist" GetInsured in remedying any such unauthorized use of disclosure. Given your customary practice to move your employees from one project to another, we are extremely concerned that your project personnel may have moved or otherwise repurposed material gleaned from the Pennsylvania Project for other Deloitte business purposes. GetInsured hereby asks that Deloitte perform a thorough investigation to confirm that no GetInsured Confidential Information was disclosed to anyone working on (1) Deloitte's HealthChoice product; (2) the replacement of the California Healthcare Eligibility, Enrollment, and Retention System ("CalHEERS"); or (3) any other Deloitte project or business purpose. Please confirm that this investigation was performed, and to the extent you discover any unauthorized disclosure, provide notice of the same by **January 11, 2022** as well.

Thank you in advance for your compliance with Sections 5 and 6 of the Agreement, and the related request contained in this letter. Please do not hesitate to give me a call if you have any questions or would like to schedule a time to discuss the logistics of returning the information and materials described above.



Sincerely,

Paul Neutz

Paul Neutz

Enclosure

cc: Marc Lewis, Lewis & Llewellyn LLP
Ryan Erickson, Lewis & Llewellyn LLP

EXHIBIT C

SERVICES AGREEMENT

This Services Agreement is made and entered into, as of March 20, 2020 ("Effective Date"), by and between Vimo, Inc., dba GetInsured ("Company"), having a principal place of business at 1305 Terra Bella Avenue, Mountain View, CA 94043 and Deloitte Consulting LLP, having a principal place of business at 200 Berkeley Street Boston, MA 02116 ("Contractor").

Company and New Jersey Department of Banking and Insurance, on behalf of New Jersey _____ ("Client" or "the State") have entered into a contract dated December 24, 2019 (the "Contract or Prime Contract") under which Company has agreed to perform for Client the services described in the Contract. Company wants Contractor to perform for the State on behalf of Company the services described on Exhibit A.

1. Engagement of Services. Company may issue Project Assignments to Contractor in the form attached to this Agreement as Exhibit A (Project Assignment). A Project Assignment will become binding when both parties have signed it and once signed, Contractor will provide the services as specified in such Project Assignment. The terms of this Agreement will govern all Project Assignments and services undertaken by Contractor for Company.

2. Compensation; Timing. Company will pay Contractor the fee set forth in each Project Assignment for the services provided as specified in such Project Assignment; provided however that Company shall pay Contractor such fee within fifteen (15) days after the Company's receipt of the milestone payment from the State in the same month as the Contractor's invoice was submitted to Company for payment and after such invoice has been accepted by Company. Company must notify Contractor within five (5) business days of invoice receipt if such invoice is not accepted along with the reason for non-acceptance, otherwise the invoice will be deemed accepted. Contractor and Company will act in good faith to remediate the reason for non-acceptance and the payment timeline will begin once acceptance is provided by Company. Notwithstanding the foregoing, in the event the Company does not have a scheduled milestone payment from Client in the same month that Contractor submits an invoice for payment, Company shall pay Contractor within forty-five (45) days of receipt of an accepted invoice (see above timeframe for non-acceptance notification by Company) from Contractor. If provided for in the Project Assignment, Company will reimburse Contractor's expenses as described above, provided that reimbursement for expenses may be delayed until such time as Contractor has furnished reasonable documentation for authorized expenses as Company may reasonably request. Company will make every reasonable effort to obtain timely payment for Contractor's services. Company shall not waive the right to payment with the State for Contractor's services without Contractor's prior written agreement. Notwithstanding the foregoing, if payment is withheld, delayed or reduced by the State as a result of an issue other than an incorrect invoice or a failure of Contractor to provide the services as required under the Project Assignment, payment is due within sixty (60) days of Company's receipt of Contractor's invoice. Upon termination of this Agreement for any reason, Contractor will be (a) paid fees on the basis stated in the Project Assignment(s) and (b) reimbursed only for expenses that are incurred prior to termination of this Agreement and which are either expressly identified in a Project Assignment or approved in advance in writing by an authorized Company manager. In addition to any right of setoff provided by law, all amounts due Contractor shall be considered net of indebtedness (which has been agreed to by the parties in writing or has been established by a court of competent jurisdiction) of Contractor to Company; and Company shall have the right to setoff such amounts against or to recoup from any amounts due to Contractor from Company hereunder.

3. Independent Contractor Relationship. Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. Contractor will not be entitled to any of the benefits that Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by a Company manager. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Contractor's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. Disclosure and Assignment of Work Resulting from Project Assignments.

(a) "Innovations" and "Company Innovations" Definitions. "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. "Company Innovations" means Innovations that Contractor, solely or jointly with others, conceives, develops or reduces to practice related to any Project Assignment.

(b) Disclosure and Assignment of Company Innovations. Contractor agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of Company. Contractor agrees to promptly disclose and describe to Company all Company Innovations. Contractor hereby does and will assign to Company or Company's designee all of Contractor's right, title and interest in and to any and all Company Innovations and all associated records. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Contractor to Company, Contractor hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by Contractor to Company, Contractor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest.

(c) Assistance. Except for Out-of-Scope Innovations, Contractor agrees to perform, during and after the term of this Agreement, all acts necessary to permit and assist Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Contractor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement within 30 days (or other such period as agreed upon) after providing written notice of such request, Contractor hereby irrevocably designates and appoints Company and Company's duly authorized officers and agents as Contractor's agents and attorneys-in-fact to act for and on Contractor's behalf and instead of Contractor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Company Innovations, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

(d) Out-of-Scope Innovations. If Contractor incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Contractor (solely or jointly) either (i) unrelated to Contractor's work for Company under this Agreement, (ii) separately from Contractor's work for Company under this Agreement, or (iii) prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Company Innovations, then for any such Innovations included in a deliverable, Contractor hereby grants to Company and Company's designees a non-exclusive, royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to such Out-of-Scope Innovations. Notwithstanding the foregoing, Contractor agrees that Contractor will not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company's prior written consent.

5. Confidentiality.

(a) Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company Innovations, Company Property (as defined in Section 6 ("Ownership and Return of Confidential Information and Company Property")), and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information that may be made known to Contractor and that Company has received from others that Company is obligated to treat as confidential or proprietary and such notice has been provided to Contractor, which shall include, without limitation, any recorded information, regardless of the form, the media on which it is recorded or the method of recording ("Data") received from or on behalf of the State.

(b) Nondisclosure and Nonuse Obligations. Except as permitted in this Section, Contractor shall not use, disseminate or in any way disclose the Confidential Information. Contractor may use the Confidential Information solely to perform Project Assignment(s) for the benefit of Company. Contractor shall treat all Confidential Information with the same degree of care as Contractor accords to Contractor's own confidential information, but in no case shall Contractor use less than reasonable care. If Contractor is not an individual, Contractor shall disclose Confidential Information only to those of Contractor's employees who have a need to know such information. Contractor certifies that each such employee will have agreed, in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Contractor under this Agreement. Contractor shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Contractor shall reasonably assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. Contractor agrees not to communicate any information to Company in violation of the proprietary rights of any third party.

(c) Exclusions from Nondisclosure and Nonuse Obligations. Contractor's obligations under Section 5(b) (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information that (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Contractor by Company through no fault of Contractor; (b) was rightfully in Contractor's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Contractor by Company; or (c) was developed by employees of Contractor independently of and without reference to any Confidential Information communicated to Contractor by Company. A disclosure of any Confidential Information by Contractor (a) in response to a valid order by

a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Contractor shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.

6. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers, subject to Section 4 above. Contractor agrees to keep all Company Property at Contractor's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials in Contractor's possession or control that contain or disclose any Confidential Information. Upon written request Contractor will provide Company a written certification of Contractor's compliance with Contractor's obligations under this Section.

7. Observance of Company Rules; Additional Terms. At all times while on Company's premises, Contractor will observe Company's rules and regulations that are provided to Contractor in writing with respect to conduct, health, safety and protection of persons and property. Further, Contractor shall comply with all the additional terms set forth in Exhibit B.

8. No Conflict of Interest. During the term of this Agreement, Contractor will not accept work, enter into a contract or accept an obligation that prevents Contractor from fulfilling its obligations, or the scope of services to be rendered for Company, under this Agreement. Contractor warrants that, to the best of Contractor's knowledge, there is no other existing contract or duty on Contractor's part that prevents Contractor from fulfilling its obligations under this Agreement.

9. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date set forth above and will terminate upon the completion of the services as described in the Project Assignment. Company's obligation to pay for services performed by Contractor under this Agreement shall survive any termination or expiration of this Agreement.

(b) Termination by Company. Except during the term of a Project Assignment, Company may terminate this Agreement without cause at any time, with termination effective fifteen (15) days after Company's delivery to Contractor of written notice of termination. Company also may terminate this Agreement upon a material breach by Contractor any provision under this Agreement and such breach, if capable of being cured, is not cured within ten (10) days after the date of Company's written notice of breach.

(c) Termination by Contractor. Contractor may terminate this Agreement upon a material breach by Company if Company's material breach of any provision of this Agreement is not cured, if capable of being cured, within ten (10) days after the date of Contractor's written notice of breach.

(d) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Company shall pay Contractor for services performed under this Agreement as set forth in each then pending Project Assignment(s). The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Disclosure and Assignment of Work Resulting from

Project Assignments), 5 (Confidentiality), 6 (Ownership and Return of Confidential Information and Company Property), 10 (Noninterference with Business), 11 (Indemnification) and 13 (General Provisions) will survive any termination or expiration of this Agreement.

10. Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following the termination or expiration of this Agreement, Contractor and Company agree not to solicit or induce any employee or independent contractor who had substantive contact with personnel of the other in the course of the performance of services hereunder, without the other's consent, to terminate or breach an employment, contractual or other relationship with Company or Contractor. This provision shall not restrict the right of either Contractor or Company to solicit generally in the media.

11. Indemnification. Contractor shall indemnify, defend and hold Company, its subsidiaries, and its respective personnel harmless from any and all liabilities and expenses, including without limitation, damages, losses, reasonable attorneys' fees, judgments, damages, deficiencies, settlements, and other costs, including interest, penalties and attorneys' fees (each, a "Loss" and, collectively, "Losses"), or other costs arising out of or relating to: (i) any third party claim, action, or lawsuit (each a "Claim") that the services performed herein infringe upon or violate any patent, copyright, trade secret, contractual, or any other proprietary right, (ii) any third party Claim of unauthorized use or disclosure of any confidential information of the State or Company by Contractor or its personnel, (iii) any bodily injury, death or damage to tangible personal property to the extent directly and proximately caused by the negligent act or omission or willful misconduct of Contractor or its personnel while performing services under this Agreement, (iv) any third party Claim that Contractor or its personnel or subcontractors are not independent contractors, (v) any Claim by any personnel of Contractor or of subcontractors of Contractor for compensation due to him or her by reason of performing services under this Agreement or for amounts due for injuries or damages under workmen's compensation or similar acts; - (vi) any Claim arising from the gross negligence, willful misconduct or fraudulent conduct of Contractor or its personnel or subcontractors (vii) any Claim of breach of this Agreement by Contractor resulting from the Contractor's gross negligence, recklessness or the intentional misconduct of Contractor against any third party while performing services under this Agreement; or (viii) any Claim that Contractor or its subcontractors or agents failed to comply with all laws, statutes, rules, regulations and orders of the United States and the State applicable to Contractor in its performance of the Services hereunder.

12. Contractor Personnel.

(a) Before Contractor's assignment of any person to perform services, Company will have the opportunity to review such person's qualifications, which may include a review of such person's curricula vitae and an in-person interview. Company, in its sole discretion, may approve or disapprove any such person proposed by Contractor.

(b) At any time, Company or State may, in their sole and absolute discretion, require Contractor to remove any person from performing Services, upon the written request of Company or State.

(c) Contractor shall not remove any person from performing services until completion of his or her portion of the services, except in the event of serious illness, separation from service, or other serious personal circumstances unless Company or State requests the removal of such person or such person ceases to be employed by Contractor. Contractor will use all commercially reasonable effort to effectuate an efficient transition if there are any changes in personnel assigned to perform services under this Agreement.

(d) If Company requests any replacement personnel as permitted in paragraph (b) above, Contractor will provide Company with a suitable replacement at substantially the same level of

experience, and at the same billing rates if hourly based, as the person being replaced, and Contractor shall not charge Company for transition effort spent by such individual or others to transition such individual onto the project.

(e) Contractor will advise any person who performs services under this Agreement of the applicable terms of this Agreement and ensure each such person's compliance with such terms.

(f) Contractor represents, warrants, and covenants that each person that performs services has and will have at all times while assigned to perform the services (i) the requisite knowledge, skill, and professional ability to meet the applicable requirements of this Agreement and the Project Assignment in a professional and workmanlike manner and in accordance with the standards of Contractor's industry, (ii) status as a full-time employee unless otherwise agreed in the Project Assignment, and (iii) valid and legal work authorization under the immigration laws and regulations of the United States. Contractor represents, warrants, and covenants that each person that performs services is not, and will not be at any time while assigned to perform services, restricted by contract or otherwise in any way from performing services. Repeated failure by Contractor personnel to attend meetings on a timely manner or meet agreed to deadlines shall be deemed a material breach of the Agreement.

(g) The Equal Employment Opportunity provisions in section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the employment of veterans, the Rehabilitation Act of 1973, as amended, relative to equal employment of handicapped individuals, and the Vietnam Era Veterans Readjustment Assistance of 1972, as amended, are incorporated herein by specific reference. During the performance of this Agreement, Contractor agrees to comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5, 60-741.4, and 29 C.F.R. part 470, which are incorporated into this Agreement by this reference, if applicable. Contractor also agrees to comply with all applicable nondiscrimination and equal employment opportunity provisions of the contract by and between the State and Company.

13. General Provisions.

(a) Successors and Assigns. Contractor may not subcontract, assign or otherwise delegate Contractor's obligations under this Agreement without Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Company's successors and assigns, and will be binding on Contractor's assignees.

(b) Injunctive Relief. Contractor's obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations may result in irreparable and continuing damage to Company for which money damages are insufficient, and Company may be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

(d) Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to

agreements entered into and to be performed entirely within California between California residents: Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

(e) Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(f) Waiver; Modification. If Company waives any term, provision or Contractor's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.

(i) Limitation on Damages. Each party, its subsidiaries, subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, the Project Assignment or the services (each, a "Liability" and collectively, "Liabilities") for an aggregate amount in excess of the fees paid by Company to Contractor pursuant to the Project Assignment, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Liability), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including lost profits and opportunity costs), relating to this Agreement, the Project Assignment or the Services. The provisions of this Section shall not apply to any Liability for which one party has an express obligation to indemnify the other or to any breach of Sections 4 or 5. In circumstances where any limitation on damages or indemnification provisions hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Liability shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Liability.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Company"

"Contractor"

Vimo, Inc.

Deloitte Consulting LLP

By: _____

By: _____

Name: Chini Krishnan

Name: Ryan Fitzgerald

Title: CEO

Title: Principle

EXHIBIT D



Via Email

January 18, 2022

Ryan Fitzgerald
Principal
Deloitte Consulting LLP
200 Berkeley Street
Boston, MA 02116
Email: ryfitzgerald@deloitte.com

Re: *The Return of Confidential Information and Property Pursuant to the March 20, 2020 Services Agreement*

Dear Ryan:

As you know, Vimo, Inc., dba GetInsured, ("GetInsured") and Deloitte Consulting LLP ("Deloitte") entered into a Service Agreement as of March 20, 2020 related to New Jersey's health insurance exchange platform (the "Agreement"). A copy of the Agreement is enclosed.

I write to exercise GetInsured's contractual right to request the return of all confidential information and materials in the possession or control of any Deloitte employees, personnel, contractors, or representatives that relates in any way to the New Jersey project or the Agreement. Specifically, Section 6 of the Agreement states the following:

Ownership and Return of Confidential Information and Company Property.

All Confidential information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers, subject to Section 4 above. Contractor agrees to keep all Company Property at Contractor's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company's option, (a) all Company Property and (b) all materials in Contractor's possession or control that contain or disclose any Confidential Information. Upon written request Contractor will provide Company a written certification of Contractor's compliance with Contractor's obligations under this Section.



GetInsured requests that Deloitte return all Company Property, as defined above, as well as all documents and materials in Deloitte's possession that contain or disclose any GetInsured Confidential Information by no later than the close of business on **January 24, 2022**. This includes, without limitation, the return of any documents that may be located in any electronic folders; local or cloud-based databases; on any individual's computer; in any individuals' email accounts; or any hardcopy media (hard drives, CDs, etc.). By the same date, along with the return of such documents and materials, we also request that Deloitte provide a written and signed certificate confirming the return of all such information and materials, as well as Deloitte's compliance with Section 6 of the Agreement. This certificate should also clarify that no such information and materials remain in Deloitte's possession or control.

Additionally, as set forth in Section 6, among other places, Deloitte is obligated to keep all Company Property at Deloitte's premises, unless otherwise permitted in writing by GetInsured to transfer it elsewhere. Therefore, please confirm in writing that Deloitte did not move or otherwise transfer any Company Property or GetInsured Confidential Information, or copies or portions thereof, to any third parties. If any such transfers to third parties or outside of Deloitte's premises did occur, we request that Deloitte provide a detailed summary of those transfers—what was transferred, by whom, to whom, and when—immediately, and in no event later than the close of business on **January 24, 2022**.

Finally, under Section 5(b) of the Agreement, Deloitte is prohibited from using, disseminating, or in any way disclosing GetInsured's Confidential Information, which was disclosed to Deloitte "solely to perform" the Pennsylvania exchange project. Deloitte is obligated to "immediately give notice to [GetInsured] of any unauthorized use or disclosure of the Confidential Information," and it must "reasonably assist" GetInsured in remedying any such unauthorized use or disclosure. Given your customary practice to move your employees from one project to another, we are extremely concerned that your project personnel may have moved or otherwise repurposed material gleaned from the New Jersey Project for other Deloitte business purposes. GetInsured hereby asks that Deloitte perform a thorough investigation to confirm that no GetInsured Confidential Information was disclosed to anyone working on (1) Deloitte's HealthChoice product; (2) the replacement of the California Healthcare Eligibility, Enrollment, and Retention System ("CalHEERS"); or (3) any other Deloitte project or business purpose. Please confirm that this investigation was performed, and to the extent you discover any unauthorized disclosure, provide notice of the same by **January 24, 2022** as well

Thank you in advance for your compliance with Sections 5 and 6 of the Agreement, and the related request contained in this letter. Please do not hesitate to give me a call if you have any questions or would like to schedule a time to discuss the logistics of returning the information and materials described above.

Sincerely,



Amit Dhawan
VP, Client Success and Delivery

Enclosure

cc: Marc Lewis, Lewis & Llewellyn LLP
Ryan Erickson, Lewis & Llewellyn LLP
Tobias Snyder, Lewis & Llewellyn LLP

EXHIBIT E



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Suite 800
Harrisburg, PA 17101
Tel: +1.717.695.5254
Fax: +1.717.412.9623
www.deloitte.com

January 11, 2022

Paul Neutz
Vimo, Inc., dba. GetInsured
1305 Terra Bella Avenue
Mountain View, CA 94043

Our Ref: Re: *Letter dated December 27, 2021 to Brian Holwig regarding Termination of the February 21, 2020 Services Agreement ("Agreement") Related to the Pennsylvania Exchange Project and the Return of Confidential Information and Property*

Dear Paul:

I am in receipt of your letter dated December 27, 2021 (the "Letter"), and by this letter acknowledge that the Agreement is terminated for convenience pursuant to Section 9(b) effective on January 11, 2022.

"Company Property" is defined under Section 6 of the Agreement separately from and differently than Confidential Information as "any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information." Importantly, Section 6 then goes on to state that Deloitte is to "destroy or deliver" all "Company Property," not Confidential Information. The Agreement also states that Deloitte is to do the same as to "materials in Contractor's possession or control that contain or disclose any Confidential Information;" again, notably, not all Confidential information, and not, as written in the Letter, "all documents and materials in Deloitte's possession that contain or disclose any GetInsured Confidential Information." GetInsured's Letter adds the word "documents" (and removes the words "or control"). The Letter's language does not match the language in the Section that it cites. In addition, the word "return," though used in the Letter as if it were in the referenced Agreement clause, does not appear in the clause.

Furthermore, the referenced Section 6 makes clear that it pertains to tangible items, in stating that they are required to be kept "at Contractor premises" and consistently using the word "materials." There are no references in the clause to documents in electronic folders, etc. GetInsured only now, in its Letter, introduces such references. Deloitte does not believe it has any Company Property or any such materials that contain or disclose Confidential Information to destroy or return.

Should GetInsured believe any such Company Property or any such materials are in Deloitte's possession or control and so needing to be destroyed or delivered, please identify them to us.

Based on our understanding of Section 6, Deloitte certifies that it is in compliance with its obligations under this Section.

Nothing in the Agreement requires us to provide the additional summary, certificate content, or confirmations, or to perform the investigation, referenced in the Letter.

We have appreciated the opportunity to have performed these services in support of the Commonwealth of Pennsylvania.

Yours sincerely,

Brian Holwig
Principal, Deloitte Consulting LLP

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Cc: Marc Lewis, Lewis & Llewellyn LLP
Ryan Erickson, Lewis & Llewellyn LLP
Amy Carlucci, Associate General Counsel, Office of General Counsel, Deloitte LLP

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EXHIBIT F



Deloitte Consulting LLP

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Boston, MA 02116
USA

Tel: +1 617 437 3331
www.deloitte.com

Via Email

January 24, 2022

Amit Dhawhan
Vimo, Inc., dba. GetInsured
1305 Terra Bella Avenue
Mountain View, CA 94043

Re: *Letter dated January 18, 2022 to Ryan Fitzgerald*

Dear Amit:

I am in receipt of your letter dated January 18, 2022 (the "Letter").

"Company Property" is defined under Section 6 of the Agreement separately from and differently than Confidential Information as "any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models apparatus, sketches, designs and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information." Importantly, Section 6 then goes on to state that Deloitte is to "destroy or deliver" all "Company Property," not Confidential Information. The Agreement also states that Deloitte is to do the same as to "materials in Contractor's possession or control that contain or disclose any Confidential Information;" again, notably, not all Confidential information, and not, as written in the Letter, "all documents and materials in Deloitte's possession that contain or disclose any GetInsured Confidential Information." GetInsured's Letter adds the word "documents" (and removes the words "or control"). The Letter's language does not match the language in the Section that it cites. In addition, the word "return," though used in the Letter as if it were in the referenced Agreement clause, does not appear in the clause.

Furthermore, the referenced Section 6 makes clear that it pertains to tangible items, in stating that they are required to be kept "at Contractor premises" and consistently using the word "materials." There are no references in the clause to documents in electronic folders, etc. GetInsured only now, in its Letter, introduces such references.

Deloitte does not believe it has any Company Property or any such materials that contain or disclose Confidential Information to destroy or return. Deloitte has nonetheless attached a redacted version of GetInsured's project proposal, which was shared by GetInsured with our team at the start of the project to help them understand project scope.

Should GetInsured believe any such Company Property or any such materials are in Deloitte's possession or control and so needing to be destroyed or delivered, please identify them to us.

Based on our understanding of Section 6, Deloitte certifies that it is in compliance with its obligations under this Section.

Nothing in the Agreement requires us to provide the additional summary, certificate content, or confirmations, or to perform the investigation, referenced in the Letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Fitzgerald". The signature is written in a cursive style with a large, stylized initial "R".

Ryan Fitzgerald

Cc: Marc Lewis, Lewis & Llewellyn LLP
Ryan Erickson, Lewis & Llewellyn LLP
Amy Carlucci, Associate General Counsel, Office of General Counsel, Deloitte LLP

Enclosure: Redacted proposal