

## EXHIBIT B: SUPPORT AND MAINTENANCE

### YourMembership Learning Software as a Service Statement of Managed Services

This Exhibit shall be incorporated in and governed by the terms of that certain Master Services Agreement by and between Customer and YourMembership ("Service Provider") as amended (the "Agreement"). Unless expressly provided for in this Exhibit, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit, the provisions contained in the Agreement shall prevail.

To maintain consistency and fairness to all clients, this a standard service level agreement (SLA) that governs all operations and support for YourMembership technology services. If client-specific accommodations or comments are requested, they are to be placed in exhibit C under the appropriate section designated for client-specific changes; no changes will be accepted in Exhibit B.

#### Hosted Services Detail

<b>Services Description</b>	<p>Hosting, managing, monitoring, user support, security, and backup of learning portal, and all services described herein of this document, including:</p> <ul style="list-style-type: none"><li>i. Crowd Wisdom™ LMS and related software, and Customer-specific customizations and configurations of the YourMembership software for its use.</li><li>ii. Customer's uploaded learning content such as e-learning courses, tests, and files</li></ul>
<b>Standard End-User Support Description</b>	<ul style="list-style-type: none"><li>i. <b>Email support for all end-users (all learners and administrators).</b></li><li>ii. Hours 6am to 12am (next day) Eastern US time, Monday thru Sunday.<ul style="list-style-type: none"><li>a. Extended hours available upon additional purchase of coverage</li></ul></li><li>iii. <b>Dedicated email support for Customer administrators – up to 2 hours per month.</b></li><li>iv. Additional support services and times are detailed in "Other Services" and in <u><b>Exhibit C.</b></u></li></ul>
<b>Training Description</b>	<ul style="list-style-type: none"><li>i. Customer Administrator training (first year only) administrators to be delivered via WebEx or equivalent service. In-person training can be arranged as an optional professional service.</li></ul> <p>Optional services:</p> <ul style="list-style-type: none"><li>ii. Live, in-person training listed below in Other Services.</li><li>iii. Additional hours of training are available upon purchase.</li></ul>
<b>Backup</b>	As a standard operational procedure, all data will undergo back up procedures.

Procedures	<p><b>YourMembership</b> schedules daily incremental and weekly full backups. Data is backed-up both onsite at data center and off-site at a secure facility.</p> <p><b>Optional services:</b> As an additional (optional) service, Customers can schedule additional automated backup transfers of their user data.</p>
Response times	<p><b>How we handle and prioritize contacts to our support center</b></p> <p><b>How we respond to issues:</b></p>
Response times	<p>The <b>YourMembership support</b> center and operating staff will use the following guidelines in prioritizing requests and will strive to begin working and solve the issue within the target timeframe. All tickets are logged within our web-based ticket system and treated by a team of professionals trained on our system:</p>
Response times	<p><b>Priority Level: 1</b> (Highest level priority)</p> <p><b>Description:</b> Affects <u>multiple people</u>; or is deemed mission critical and there is no workaround available.</p> <p><b>Target Response Time:</b> 2-4 working hours</p> <p>-----</p>
Response times	<p><b>Priority Level: 2</b></p> <p><b>Description:</b> <u>Potentially affects more than one person</u>, major feature or capability is inaccessible or not functional. Possible workaround exists.</p> <p><b>Target Response Time:</b> 2-8 working hours</p> <p>-----</p>
Response times	<p><b>Priority Level: 3</b></p> <p><b>Description:</b> Affects <u>fewer than five people</u>, and workarounds available</p> <p><b>Target Response Time:</b> 2-72 hours</p> <p>-----</p>
Response times	<p><b>Priority Level: 4</b></p> <p><b>Description:</b> <u>Unsupported technologies</u> used by end-user</p> <p><b>Target Response Time:</b> Placed in research or user is advised of issue and provided viable options</p>

	<p>NOTES: Examples of unsupported technologies include: user specific and "last-mile" issues that fall outside the control of YourMembership Including:</p> <ul style="list-style-type: none"> <li>i. The user's computer, internetworking, ISP, or other user-specific hardware or software, including but not limited to: user browser, 3<sup>rd</sup> party Desktop applications, and Operating System.</li> </ul> <p>-----</p> <p><b>Priority Level: 5</b></p> <p><b>Description:</b> User reported issue that cannot be replicated.</p> <p><b>Target Response Time:</b> Placed in Research queue. Best effort will be used as time allows.</p> <p><b>Target Response Time</b> is defined as the time between receipt of the email or call and the time that a Support Team member begins working on the problem. Due to the wide diversity of problems that can occur, and the methods needed to resolve them, response time <b>IS NOT</b> defined as the time between the receipt of a call and problem resolution. HOWEVER, due to the critical nature of Priority 1 issues, all reasonable efforts will be made to begin work on respective issues within a one-hour (1) period from notification of issue.</p>
<p><b>Service Level Agreement</b></p>	<p><b>Service Level Agreement</b></p> <p>We know that the availability of your site is of utmost importance and entrusting your learning and knowledge portal to YourMembership is something that we take seriously. That's why we have built an aggressive Service Level Agreement (SLA) to cover the multiple components that keep your site up and running.</p> <p>The YourMembership SLA defines the terms of our responsibility and the money back guaranty if our responsibilities are not met. We want our Customers to feel at ease with their decision to move their site to YourMembership, and knowing that YourMembership takes your site's uptime as seriously as you do is imperative.</p> <p>During the Term of the applicable YourMembership Agreement with Customer, the respective YourMembership web service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "YourMembership SLA").</p> <p><b>Definitions.</b> The following definitions shall apply to the YourMembership SLA.</p> <ul style="list-style-type: none"> <li>▪ "Downtime" means, for a Customer portal hosted by YourMembership, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.</li> <li>▪ "Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods. Three ten minute or less downtimes in one</li> </ul>

	<p>24-hour period will constitute a “downtime” of actual time down (minutes).</p> <ul style="list-style-type: none"> <li>▪ <b>"YourMembership Covered Services"</b> means the entire components of the Service to the Customer.</li> <li>▪ <b>"Monthly Uptime Percentage"</b> means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.</li> <li>▪ <b>"Scheduled Downtime"</b> means those times where <b>YourMembership</b> notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. Scheduled downtime will take place between 12:00 AM and 5:00 AM EST. Our typical maintenance window “actual downtime” is less than three hours. We typically use <b>Sunday Morning (after midnight Saturday)</b> as the day of the week to schedule maintenance, and employ <b>Thursday (after midnight on Wednesday night)</b> as emergency release windows.</li> <li>▪ Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.</li> <li>▪ <b>"Service"</b> means the service provided <b>by YourMembership</b> to Customer under the applicable Master Service Agreement and or Scope(s) of Work.</li> </ul> <p><b>99.9% Uptime Commitment for Software Service and Infrastructure:</b></p> <p><b>YourMembership Guaranty:</b> We commit that our data center network and software service—the entire <b>YourMembership</b> service offering-- will be available 99.9% of the time in a given month, excluding scheduled maintenance. The “YourMembership offering” means the portion of the YourMembership network extending from the outbound port on your edge device to the outbound port of the data center border router and includes YourMembership software services, managed switches, routers, cabling.</p> <p><b>SLA Exclusions:</b> This SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors outside of YourMembership’s reasonable control; or (ii) that resulted from Customer’s equipment or third party infrastructure (e.g., Customer’s other partners or vendors), or both (not within the primary control of YourMembership).</p> <p>If the availability percentage drops below 99.9% for three consecutive calendar months, Customer may immediately terminate this Agreement upon written notice to YourMembership, provided that neither party shall not have any damages or liability to the other associated with such termination or arising out of the failure to meet the Availability Percentage.</p>
<p><b>Hardware and hosting environme</b></p>	<p><b>Details on our hosting environment at our Carrier Grade, Industrial-strength Data Center:</b></p> <ul style="list-style-type: none"> <li>▪ Enterprise grade servers for all web, app, and database servers</li> <li>▪ Redundancy in all major hardware components</li> </ul>

<b>nt specificatio ns</b>	<ul style="list-style-type: none"> <li>▪ 24x7x365 monitoring by certified, trained staff.</li> <li>▪ Immediate response to your Emergency Support Tickets</li> <li>▪ 99.9% Network and Software Service Uptime Guarantee</li> <li>▪ 1-Hour Hardware Replacement Guarantee</li> <li>▪ Backups: Weekly Managed plus daily differential or incremental</li> <li>▪ Immediate response to Down Events</li> <li>▪ Staffed Only with Certified Security and Networking Teams</li> <li>▪ SAS 70 Type II Certification</li> <li>▪ Secured by Keycards, Biometric Scanning and Surveillance</li> <li>▪ All HVAC Systems N+1 Redundant</li> <li>▪ Conditioned Power Provides All Servers With Uninterrupted Power Supply</li> <li>▪ State-of-the-Art Fire Suppression System</li> <li>▪ Fully Redundant, Enterprise-Class Routing Equipment</li> </ul> <p><b>High-Performance-Zero-Downtime Network</b></p> <ul style="list-style-type: none"> <li>• Tier-1 Network</li> <li>• High Performance Bandwidth Only</li> <li>• Network Solely Dedicated to Managed Hosting, No Telecom Services</li> <li>• Constant Network Monitoring for Latencies and Intrusion</li> <li>• Proactive Network Management Methodology Improves Network Topology and Configuration Continuously</li> </ul>
<b>Support for Custom Features</b>	<p>Unless otherwise stated in Exhibits, SOW, or addenda, Customizations to Crowd Wisdom™ software on behalf of the customer will be included in the SLA, however additional charges may apply to support such functionality.</p> <p>Additional charges may apply for the support of Customer-specific integrations or customizations. Charges will be outlined in respective scopes of work for the work entailed. An example would be a customer-specific integration with a 3<sup>rd</sup> party course library licensed for access by the customer.</p>

LIMITATIONS or USAGE MAXIMUMS	<p>Unless include within <u>Exhibit C</u>:</p> <ol style="list-style-type: none"> <li>1. <b>Standalone video limit:</b> Standalone video hosting and streaming costs must be separately scoped and paid for as an optional service add-on or as part of the designated license tier. Video embedded within courses (e.g., video within a Articulate or Captivate e-learning course) are included within license fees so long as each individual video clip is properly configured to optimize performance as determined by the tool, and that the overall course size meets contractual limitations and hosting ceilings (as detailed in <u>Exhibit C</u>).</li> <li>2. Video streaming has a potentially high variation in costs that are harder for us to predict, therefore, we set streaming limits in alignment of the selected license tier. This allows us to maintain a high-quality experience for end-users using dedicated infrastructure (such as a Contend Delivery Network and or cloud servers) designed for such purposes.</li> <li>3. <b>Included Hosting and Streaming thresholds: Thresholds for storage</b> and video streaming will be outlined in <u>Exhibit C</u>.</li> </ol> <p><b>This refers to the amount of storage (in Gigabytes of storage)</b> for content uploaded by the customer, customer end-users, and on behalf of the Customer within the Customer’s instance of Crowd Wisdom™. Additional storage fees per Gigabyte beyond the limit may be applied, as outlined in <u>Exhibit C</u>.</p>
-------------------------------------	---

End of Exhibit B