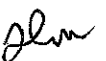## EXHIBIT C: Contract Summary, Fees, Pricing and Billing for <u>LMS Implementation</u>

<u>Exhibit C</u> is intended to serve as the initial scope of work for implementation and any license fees agreed upon.

Please see the following pages for <u>Exhibit C</u> pricing and terms

EXECUTIVE SUMMARY OF COSTS

One-Time Fees:
- Standard Setup Fees - **$27,107**
- Optional Services and Customizations - **$27,194**
- **Setup Fee Total: - $59,301 $54,301**

Recurring Fees:
- **Term:** 36 months from contract signature
- **License Fees: $40,000 $35,000** per year (unlimited users – no counting required).

Client Specific Terms

- **Flexibility and Fairness:** The pricing herein has been designed for unlimited access at a fixed rate to provide flexibility and predictability. However, should the client experience actual usage that is interpreted to be lower than expected, client will have the flexibility to negotiate different pricing tiers throughout the contract term.
- **Pricing Schedule: The pricing herein will be guaranteed throughout the initial contract term of three (3) years, and may be extended an additional seven (7) years beyond the term, should the client notify Community Brands of its intent to renew within 90 days of the initial contract term, for a total of ten (10) years.**
- **Termination: After the Discovery, if implementation costs exceed the amount in the table below, client may terminate this contract without penalty. Client must notify Community Brands of its intent to terminate within 90 days of contract signature.**

Pricing notes on summary above
- One-time fees are fixed and based on current knowledge of scope of implementation.
- License Fee includes hosting and related infrastructure fees to run the portal for the client.
- License fees are paid annually on contract anniversary date.
- **Additional $5,000 discount per year on license fees for the duration of this agreement**
- **Billing to commence at contract signing with a 90 day due date.**

PRICING FAIRNESS

- The majority of our work involves selling services to professional education organizations. Therefore, we approach pricing with an understanding of the challenges and operational environment that our clients face.
- **Each client situation is unique, and it is therefore important that we emphasize that our pricing listed here is based on current understanding, and purposely on the conservative side.** In each client pricing arrangement, we attempt to craft a model of licensing and one-time fees that fit the usage and scope in question.
- We underline our intent to pricing competitively, fairly, and with transparency.

HOW OUR PRICING WORKS

Simple pricing model
2 parts: 1) License fees, and 2) Setup costs.

Pricing follows a simple model: year one includes non-recurring start-up fees followed by license fees for the software once access to the software is transferred to the customer. Subsequent years only have the recurring license fee.

Year 1: the one-time costs to set-up the portal, and then licensing to use the platform.
Years 2 and beyond: just license fees as the recurring billing.

Standard and Enterprise Packages: There are two approaches to implementation: standard and enterprise. Standard implementations typically can support most learning organizations, especially those that are relatively newer programs, or smaller in scope of integration and configuration needs.

What's included in license fees: license fees are the only recurring fees. License fees are inclusive of access to all modules of the system (unless otherwise outlined in contract), end-user support, maintenance, back-ups, new features, and new versions of the system. As a cloud-hosted SaaS provider (Software-as-a-Service) all customers receive and have the option to use all new standard features— with no additional costs.

ONE-TIME COSTS

Exhibit C and Discovery	The discovery phase will result in documenting the requirements for implementation of the learning portal. A Scope of Work (SOW) document is the result and it details the specifications required in various project activities, including but not limited to: integration (with AMS, CRM, SSO, CMS, and other systems), configuration of features, branding/styling, migration of transcript data, setup of courses, and customizations (if applicable).
One-Time Fees are Fixed-Firm	All one-time fees as detailed in the SOW will be fixed firm, and based on the specifications documented in the Scope of Work (SOW).
Starting of Work	Implementation will commence once both parties sign the Scope of Work (SOW) within the time period outlined in the SOW.
Reporting Project Hours and Costs	All project hours and expenditures will be shared with client on a bi-monthly basis at minimum.

About the Discovery Phase:
The Discovery Phase (requirements capture phase) fee for this MSA has been fixed as detailed in this exhibit, and shall be paid by Client upon signing of the MSA; provided, however, that Exhibit C shall not be final until signed by the parties.

Prior to beginning the Discovery Phase, Community Brands has estimated the remaining one-time fees as stated in this exhibit.

At the conclusion of the Discovery Phase, the actual remaining one-time fees will be determined and fixed. If the parties are in agreement regarding the remaining one-time fees, an implementation Scope of Work (SOW) will be developed and signed by the parties. Upon the signing of this SOW, setup of the Client's learning portal will proceed according to the schedule agreed to.

DISCLAIMER
The following table reflects fixed ONE-TIME Fees for implementation.

SETUP FEES:

Implementation services	HRs	Line total	Description
Product Consulting & Pre-Discovery	4	607	Review of high level requirements and match up / gap analysis of functionality on Crowd Wisdom with product experts
Discovery Phase One	24	1,641 ~~3,641~~	A series of calls and or meetings with your key stakeholders to review strategy, document requirements, and plan implementation timing. This is for the initial release, and typically enterprise implementations will conduct a second phase for discovery.
Branding & Design	24	3,641	Based on use of an existing modern design templates the cost for Branding and Design may be reduced.
Integration of AMS/SSO	24	3,641	Integration with AMS. Integration includes SSO, Shopping Cart and course completion information push back to CRM
Configuration of Features & Widgets	24	3,641	YML will work with the client team to configure the widgets that are available on the learners dashboard that build additional engagement.
Project Management	80	12,136	Assuming 8 hrs. per week for 10 weeks. Dedicated Project Manager for implementation
Quality Control, Testing, Production Preparation & Review	24	1,800	Dedicated team members review all features and configs in multiple browsers and settings to ensure quality.
Optional Services			**These are optional services that we typically perform in implementations. Scope and detail are client-specific. If needed these are priced separately see below for details**
Course Migration & Set-up	8	1,000	YM team will migrate 3 educational activities to the LMS and train your team on the creation to walk thru the steps of assembly and the configuration settings.
Grades/Transcript Migration	40	5,000	Legacy grades and CEU to migrate to new system utilizing Holding Tank for estimated 60,000 records.
Feature Customizations	80	3,500	Development of custom workflow for FES & FLS exams; setup of FES, FLS, and FUSE exams. (See page 19 for details)
3rd party integration - GoToWebinar	0	waived	Design and planning, integration and coordination for SSO integration with GoToWebinar.
3rd party integration - DecisionSim	8	1,480	Assuming simple SSO integration - no other integrations
3rd party integration - Webassessor	24	3,641	Suggestion here is to use our assessment engine that all our healthcare clients are using, as it is arguably the best in the field.
ABS Reporting	16	2,573	

Training	24	3,000	Free for unlimited staff in virtual webinars for to 4 hrs. total. Additional hours can be arranged. Additional hrs. at $500 in 3 hour blocks. Customized training, onsite training at a cost - starting @$1,000/day
Set-up of Client Specific Business rules	0	0	Creation of client-specific business rules as part of certificate/CE award. For Example, Roles-based certificates for various audiences to earn credit/certificate for the same activity.
Travel for onsite work in discovery	0	waived ~~3,000~~	Estimated Travel cost anticipated. Travel estimate based on 3 people for 2 days of travel, lodging, and related expenses. To be preapproved by client- based on client-specific travel guidelines.
Maintenance of Certification Module	0	7,000	This is To Be Determined if needed. Configuration and setup of advanced modules, each with their own training and configuration costs, including: WarmSeat Module for live event session credit claim, b) Institutions module for institutional membership/group sales, and c) Self-assessment module. Per Module estimate is $7,000. License fees for each will be defined in contract.
Warm Seat Module	0	0	Event session claims module. We are suggesting to phase this in - with later releases. cost for setup is 5k-7k. License fees are part of your existing license fees.
Institutions Module	0	waived	This is To Be Determined if needed. Configuration and setup of advanced modules, each with their own training and configuration costs, including: WarmSeat Module for live event session credit claim, b) Institutions module for institutional membership/group sales, and c) Self-assessment module. Per Module estimate is $7,000. License fees for each will be defined in contract.
Custom domain name	0	waived	This fee is waived if you provide the custom domain (register, renew, etc.)
Other	0	0	Other one-time services could include: certificate re-design, graphic icon setup
Advanced support	-	0	Included in standard license fees is support for all end-user learners. Enterprise Support with dedicated senior team members and a dedicated engagement manager supporting 2 named admins start at $500/month.
Estimate of standard services	204	27,107	
Estimate of optional services	200	27,194	
Sub-Total all estimated fees	324	54,301	
Final adjustments			***The standard hourly rates were decreased, and a $5,000 discount was applied above.***
Total Cost Estimated		54,301	Total estimated costs

RECURRING COST

- **Renewal year pricing**: See "Pricing Schedule" on page 2.
- **Recurring fees are:** Software License billed annually on anniversary date.

LICENSE LIMITATIONS AND CAPS

Item	Costs	Details
Content Hosting Fee	$ 0	Community Brands will provide hosting services for educational content uploaded to the learning platform.
Video Delivery	Included in license costs. See caps below	Community Brands will provide hosting services for educational content in stand-alone video format, on a specialized Content Delivery Network or hosting infrastructure. This specialized service has dedicated infrastructure especially designed for smooth video delivery.
Video Bandwidth Limits	500 GB	Video streaming bandwidth limit per month. Bandwidth limits only apply to videos being hosted by Community Brands. Community Brands will provide data usage statistics at client's request and will notify the client if monthly usage exceeds 40% of the 500GB monthly limit. At any time, the client may choose to use their own hosting service for videos, and we will provide the training and support needed to do so.
Video Overage Fees	$ 1 per GB over/month	Overage fees of $1 (one)/GB/MONTH
Course Storage Limits	1 TB	Course storage per month. Content storage is defined to be any digital format of content to be used in courses, tests, evaluations and or supplementary resources files (i.e. MP3, MP4, PDF, PPT, etc.). Client can determine the files and file formats it chooses to host on the Community Brands provided Amazon Web Services account or their own cloud account.
Admin support	Two (2) named	Standard agreements offer unlimited email support for one (1) named administrator. Additional staff can be supported as a professional service option. Enterprise license contracts offer two (2) named administrators as a standard, at no additional fees.

STANDARD RATE TABLE

Standard rates are evaluated and adjusted annually. Current year rates are as follows:

Resource Type	Rate/Hour	Details
Professional Services	$185	Including Project Manager and Data Resources
Development Services	$225	Including Design/Architecture for Feature Customizations
Integration Services	$225	

PRICING AND TERM DETAILS

What is included in one-time fees?	- Typically, one-time fees include the costs related to discovery, configuration of features, integration with client's systems, migration of content and or data, catalog setup, and initial customization of features. In summary, all the tasks related to preparing the site for a public launch. - The Discovery fees are the only one-time fee line item that is fixed at MSA signing, unless mutually agreed upon in writing. - At contract signing, the full cost of discovery billed.
One-time fees billing **Process of engagement**	One-time fees are billed based on milestones payments with key milestones at signing of Exhibit C and at pilot and production releases of the platform. For implementation, our process is as follows: - Sign the Master Service Agreement for both parties to proceed to discovery at a fixed firm cost based on a set of hours necessary to conduct discovery. - Proceed thru discovery, and upon its completion, generate a Scope of Work (SOW) for implementation. - Proceed to implementation once both parties sign the SOW document. The SOW is a fixed firm bid contract detailing the scope of work to be done for implementation of your learning portal. It will detail all the work necessary to set the portal to your specifications.
What is included in license fees **How is the license fee determined?**	License fees are the recurring fees associated with each active user of the system. License fees are inclusive of access to modules specified in scope (unless otherwise outlined in contract), end-user support as defined in Exhibit B, maintenance, back-ups, disaster recovery, new features, and new versions of the system. As a cloud-hosted SaaS provider (Software-as-a-Service), all clients receive and have the option to use all new standard features within modules in scope at no additional cost- unless otherwise detailed in writing. License fees are fixed for the first three (3) years. Beginning at year four (4), license fees will be determined using the number of active users in a given year and applying the active user count to the Software License Table.
Software License Table	The Software License Table is broken into a series of tiers. Each tier represents a range of active users at a respective price; for example, one tier: 1,000 to 2,000 active users, is priced at a flat monthly fee for any range of users within this tier. See Software License Table in this document. This would mean that the organization anticipates up to 2,000 unique users to take at least one course or assessment. A definition of "active user" appears below.
Active users defined	An active user is defined as a learner who takes courses or tests. Participants using other parts of the LMS platform such as community, file sharing, or simply general visitors to the site (with a profile but just browsing) are not counted as active users when calculating license fees- these are "passive users" in our definition. An active user is an unlimited seat license per year- so that the learner counted will have unlimited access to all courses/tests each year.
License Fee Calculation	The number of active users is determined each year. The active user number is then applied to the Software License Table listed in this document to identify the range in which the number falls.

License fee milestone reviews	Due to the difficult nature of predicting usage, we work with our clients to set license pricing at mutually agreeable tiers, and also provide adequate check-ins to adjust pricing accordingly. Community Brands team members will work with clients concerned at setting a tier. We have an established a process to monitor license tiers at 3 and 6 month intervals, and can adjust tiers at any time to better suit client usage. YM team members will meet with client stakeholders to review License fees at three months and six months after launch, to allow the client organization to set license pricing accurately. YM can also set milestones at 6 months and 12 months each contract year, to ensure the client that license billing accurately reflects the client usage. Therefore, all Community Brands license pricing in contract reflects a "pricing guarantee" from Community Brands, and pricing Active user counts may be lowered or increased based on actual usage.
Billing	The license fees are billed annually and commence at the time the contract is signed and then each year on the contract anniversary date.
Renewals	Renewal pricing to be mutually agreed upon **within 90 days prior to term expiration**. If there is no renewal agreement, the contract is auto renewed and the then current Software License Table rates will apply unless otherwise agreement is cancelled by either party within forty-five (45) days of expiration.
SAGES	The client may pursue custom professional services that contribute to Crowd Wisdom offerings. For such cases, certain entities with similar and or competitive interests to SAGES may benefit from such investments by SAGES of such custom features. Should other organizations listed below specifically use the custom functionality built by CB on behalf of SAGES, CB will observe a courtesy delay of 6 months since launch of the respective capabilities, before the feature can be released to the groups listed herein. In addition, should the parties contemplate custom, advanced functionality that may have additional value to the market, a mutually agreed upon rebate percentage will be designated to SAGES (with a lifetime maximum value of the total costs of the original custom request and expiration after 36 months of the original custom project.) These five (5) organizations listed as competitors: • SSAT - The Society for Surgery of the Alimentary Tract • ASMBS - American Society for Metabolic and Bariatric Surgery • ASCRS - American Society of Colon and Rectal Surgeons • AHPBA - Americas Hepato-Pancreato-Biliary Association • AHS - Americas Hernia Society

Exam Requirements

1. There are 3 exams in question: FUSE, FES, FLS
2. One exam, FUSE, is a cognitive only- in that it consists of an exam.
3. Both FES and FLS are 2-part exams (a) cognitive exam + b) manual forms/case submission)
4. The LMS holds the course listing and exam links to the high stakes exam platform. Participants will start and launch items or access from the LMS
5. The actual exam registration and delivery will happen on WebAssessor
6. Participants for any of the 3 exam products will go to the SAGES website, link to the LMS, and launch into a dashboard where they are greeted w/ info on exam options and their status
7. A widget on the dashboard will show exam status, date, and pending days - if enrolled in active exam
8. Learners will launch into the WebAssessor from the LMS and be presented with the option of the exam they qualify for. They select the exam and register. Payment is not necessary, as they've paid in LMS
9. LMS will need to list all exams and then pass over the exam selected to the web assessor platform
10. If FUSE exam is passed, the LMS should receive the score from WebAssessor and automatically mark the participant complete, issue cert, program completed and the participant has "X" number of years. Reminders will go out at time of renewal "Y" days/weeks/months before the milestone anniversary
11. If FUSE is failed, the participant has a total of 3 attempts before WebAssessor prevents access.
12. Once FUSE is passed, the LMS needs to receive the score and completion status, which will in turn mark the product completed on the LMS, triggering certificate and email to the participant
13. For the two other exam products, FES, and FLS, the exam process will be the same
14. Reattempts for Failed exams (beyond the total 3 attempts per purchase) can be purchased on the LMS.
15. The FES and FLS also have a corresponding 2nd requirement. That must be passed as a separate requirement. ONe can pass or fail the cognitive, yet fail the 2nd, manual section.
16. The LMS will be the point of entry for FUSE and the other 2 exam products. the person will launch web assessor from the LMS, be identified as a SAGE user, and register for the exam. The purchase and commerce will occur on the LMS.
17. The manual portion will need to be set as a manual form or entry to allow SAGES staff to mark that a person failed or passed the 2nd section by submitting the right forms/correct information. This is a manual review and check mark and remain manual; however the "check" and submission of a pass/fail for this section will be inputted by SAGES staff, within a package that holds the 2-parts for each, the FES, FLS.
18. People can pass/fail each section of the 2-part exam. There are re-purchases allowed if one fails either portion.

Risks/assumptions:
1. WebAssessor can handle the integration workflow and has proper APIs to support it (API documentation received and reviewed)
2. SAGE staff will mark each person manually for completion of the manual process. LMS only provides checkbox
3. Capability will be needed for go-live

IN WITNESS WHEREOF, the parties have executed this Exhibit C as of the Effective Date (signing date of client)

<u>**Community Brands Inc.**</u>   <u>**Society of American Gastrointestinal**</u>
                                                    <u>**and Endoscopic Surgeons**</u>

Signature: _____   Signature: _Sallie Matt_____

Name: _____   Name: _Sallie Mathews_____

Title: _____   Title: _Executive Director_____

Date: _____   Date: _3/20/18_____