

CROWD WISDOM MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is effective as of the client signature date of this agreement (the "Effective Date") and is made by and between YourMembership 9620 Executive Center Drive North Suite 200 St Petersburg Florida 33702 and the Client as follows:

Client Name	Society of American Gastrointestinal and Endoscopic Surgeons
Client Address	11300 W. Olympic Blvd Suite 600 Los Angeles, CA 90064 USA

WHEREAS, YourMembership delivers world-class eLearning technologies for professional education, including professional development, exam preparation and continuing education programs to corporate customers, trade and professional associations and other credentialing institutions;

WHEREAS, YourMembership's service offerings enable its customers to utilize YOURMEMBERSHIP's learning management system ("LMS") called Crowd Wisdom™ to engage their constituents with effective, relevant learning material and educational events as well as to provide their constituents with a personalized learning experience; and

WHEREAS, Customer wishes to purchase select services from YourMembership

NOW THEREFORE, for the consideration set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES.

1.1 Provision of the Services. Subject to the terms and conditions of this Agreement, YOURMEMBERSHIP agrees to provide to Customer and its Authorized Users (as defined below) the services described in **Exhibit A** hereto (the "Services") and Customer agrees to pay the Fees (as defined below) as set forth on **Exhibit C**. If Customer elects to purchase additional services from YOURMEMBERSHIP in the future under the terms of this Agreement, such services (and associated pricing) shall be described in an additional services addendum to this Agreement which will be signed by both parties and appended hereto. An example Scope of Work template can be provided at time of contract signing.

1.2 Development and Implementation. YOURMEMBERSHIP and Customer will each devote the personnel and resources necessary to perform the development and implementation activities set forth in the Milestone Plan, annexed to this Agreement as an implementation specification (or an addendum thereto). It is envisioned that unless otherwise stated in an SOW, YOURMEMBERSHIP will take the lead with respect to development and implementation activities; provided, however, that Customer shall provide a single point of contact for the project and reasonably requested support and assistance at Customer's own expense.

2. LICENSE GRANT. Subject to the terms and conditions of this Agreement, YOURMEMBERSHIP hereby grants to Customer, (and to each Authorized



User (as defined below) who accesses the Services by means of Customer's account and an authorized password), a non-exclusive, non-transferable, non-sub-licensable license to access and use the Services via the Internet in accordance with any applicable end user documentation. An "Authorized User" shall mean one individual person that is an agent, employee, contractor, member or constituent of Customer, in each case whom Customer has authorized to use the Services. The terms Authorized User and "Unique Learner" may be used herein interchangeably.

3. LICENSE RESTRICTIONS. Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party (except Authorized Users, as expressly permitted in this Agreement); (v) remove any proprietary notices from the Services; (vi) publish or disclose to third parties any evaluation of the Services without YOURMEMBERSHIP's prior written consent.

4. PASSWORDS/SECURITY/BANDWIDTH LIMITATIONS.

4.1 Passwords. YOURMEMBERSHIP shall issue to Customer, or shall authorize a Customer administrator to issue, a single password for each Authorized User. Alternatively, if Customer so requests, YOURMEMBERSHIP will enable the Services to interface with Customer's authentication source such that the Services can be accessed by Authorized Users via "single sign-on" (SSO) functionality or a mutually agreeable, alternative authentication process. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the Authorized User. Customer is responsible for any and all activities that occur under the Customer's account and for all charges incurred from use of the Services accessed with the Customer's passwords.

Customer agrees to immediately notify YOURMEMBERSHIP if Customer becomes aware of any unauthorized use of the Customer's account or any other breach of security known to Customer. YOURMEMBERSHIP shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

4.2 Security. YOURMEMBERSHIP will host the Services at a reputable third party Internet service provider and hosting facility and will implement commercially reasonable security precautions to prevent unauthorized access to the Customer Content, as defined in following sections:

YML will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Information. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Information by unauthorized third parties and YML personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law or court or administrative order; or (c) as expressly permitted in writing by Customer.

Customer represents and warrants that its collection, access, use, storage, disposal and disclosure of Customer Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

At a minimum, YML's safeguards for the protection of Customer Information shall include: (i) limiting access of Customer Information to authorized YML personnel for the sole purpose of providing the Services under this Agreement; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices



and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting highly sensitive Customer Information stored on any mobile media; (vii) encrypting highly sensitive Customer Information transmitted over public or wireless networks; (viii) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (ix) providing appropriate privacy and information security training to YML's employees.

4.3 Storage and Video Streaming

Limitations. Customer's use of the Services may be subject to the limitations on the amount of Customer Content that can be stored by YML at any point in time, which Customer-specific limitations, if applicable, are set forth in Pricing and Billing, Exhibit C. Customer may purchase additional storage and video streaming capacity for an additional fee, as set forth in Exhibit C, or Customer may choose to use its own alternative content hosting solution for multimedia, and arrange an integration with Crowd Wisdom.

5. CUSTOMER SUPPORT. Except as expressly stated elsewhere in this Agreement, the Fees (as defined below) set forth in Exhibit C include the provision to Customer of YOURMEMBERSHIP's standard email and web support to Customer as described in Exhibit B. Telephone support, support requests that exceed the covered amount set forth in Exhibits B and C and any other support requests that go beyond YOURMEMBERSHIP's standard support commitment may be provided by YOURMEMBERSHIP for an additional fee. Unless otherwise set forth herein, Customer will be responsible for providing "Tier 1" support to its Authorized Users. "Tier 1" issues are

defined as those issues that are not specifically YOURMEMBERSHIP technical issues but may appear related to the end user. Tier "1" issues include issues related to the client infrastructure, including AMS or CRM issues or content-specific issues related to products developed by Customer or by a publisher on behalf of the client or licensed by the client. In these situations, YOURMEMBERSHIP support will forward (Tier "1") issues to Client-designated contacts following a mutually agreeable procedure. Each Customer learning platform will have an email address that end-users can directly email for support. Support issues are handled based on their level of priority, as set forth in Exhibit B.

6. CUSTOMER CONTENT AND REPORTING.

6.1 Customer Content. As between YOURMEMBERSHIP and Customer, Customer or its Authorized Users, as applicable, shall own all data, graphics, text, information, or material that Customer and its Authorized Users upload through the Services or provide to YOURMEMBERSHIP to upload to the Services ("Customer Content") along with any data, graphics, text, information or material that YOURMEMBERSHIP creates, develops or prepares for Customer or Authorized Users on their behalf. YOURMEMBERSHIP may access Customer's account and access, use, transmit, modify, copy and distribute Customer Content from time to time as YOURMEMBERSHIP deems necessary, solely for purposes of providing the Services, support, administration and invoicing related to Customer's use of the Services. Upon termination of the Agreement, and written request by the client, YOURMEMBERSHIP shall return the Customer Content and Authorized User Data (as defined below), within 90 days of termination, to Customer pursuant to the terms of this agreement.

6.2 Restrictions. Except as permitted in this Agreement, YOURMEMBERSHIP will not edit, delete or disclose the contents of Customer Content unless authorized by the Customer or unless YOURMEMBERSHIP is required to do so by law or in the good faith belief that such action is necessary to: (1) conform with



applicable laws or comply with legal process served on YOURMEMBERSHIP; (2) protect and defend the rights or property of YOURMEMBERSHIP solely in connection with this Agreement; or (3) enforce this Agreement.

6.3 Responsibility. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, of all Customer Content and for obtaining and maintaining all copyrights and other rights necessary to enable YOURMEMBERSHIP to host and manage the Customer Content in accordance with this Agreement.

6.4 Authorized User Data. To the extent that Customer's use of the Services requires YOURMEMBERSHIP to host or maintain personally identifiable information or data relating to specific Authorized Users and their use of the Services for educational and/or credentialing purposes (collectively, "Authorized User Data"), as between the parties, Customer shall retain the sole ownership rights in and to such Authorized User Data. YOURMEMBERSHIP may use the Authorized User Data as necessary to maintain, operate and provide the Services and as set forth in Section referring to Customer-Specific reporting below.

6.5 Reporting.

Customer-Specific Reports. To the extent set forth in Exhibits B and C, YOURMEMBERSHIP will generate and make available to Customer reports within the software application relating to the activities of its Authorized Users within the Services (e.g., number of Authorized Users that take a specific course; grades of Authorized Users in a specific course; performance comparison by group; or rate of completion of applicable continuing education requirements). YOURMEMBERSHIP will provide Customer with access to Authorized User profiles and records as necessary to enable Customer to perform its credentialing, grading and certification functions.

Aggregated Usage Data. YOURMEMBERSHIP may track and use for analytical, product improvement and other purposes, statistical information related to the usage of the Services such as usage or traffic patterns in aggregate form, but such information will not include identifiable information of Customer or personally identifying information of Customer's Authorized Users and YOURMEMBERSHIP shall be prohibited from distributing, marketing and/or selling any of the aforementioned statistical information to any third parties without the express written permission of Customer.

7. TRADEMARK LICENSE.

7.1 License. Customer authorizes YOURMEMBERSHIP to use Customer's current and future trademarks, service marks and trade names (the "Customer Marks") during the term of this Agreement and solely in connection with the development, customization and provision of the Services to Customer pursuant to this Agreement. YOURMEMBERSHIP shall use the Customer Marks in the form and format provided by Customer and shall include with the Customer Marks any designations (e.g., ® or ™) provided by Customer.

7.2 Ownership of the Customer Marks. All goodwill associated with YOURMEMBERSHIP's use of the Customer Marks hereunder shall automatically vest in Customer. YOURMEMBERSHIP shall not contest the validity of or Customer's ownership rights in the Customer Marks.

8. CUSTOMER OBLIGATIONS.

8.1 Hardware. Except as expressly specified elsewhere in this Agreement, Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed by End-Users to access and use the Services.

8.2 Conduct. Customer shall be solely responsible for its actions and the actions of its Authorized Users while using the Services and the contents of its transmissions through the

Services (including, without limitation, Customer Content). Further, Customer shall not make any representations or warranties regarding the Services that are fraudulent or deceptive or that in any way exceed the representations and warranties made to Customer by YOURMEMBERSHIP hereunder.

Customer shall (1) abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services; (2) not to upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer; (3) obtain and maintain all appropriate licenses with respect to the Customer Content, including, without limitation, any third-party content licenses that cover all necessary rights to publish, display, transmit, sell or otherwise use the Customer Content as set forth in this Agreement; and (4) immediately remove from the Services (or notify YOURMEMBERSHIP of the need to remove) any Customer Content that is claimed by any third party to be inappropriate or infringe upon a third party's rights.

YOURMEMBERSHIP neither endorses the contents of any customer communications or Customer Content nor assumes any responsibility for the compliance of the Customer and the Customer Content with applicable law, regulations, or third-party proprietary rights. YOURMEMBERSHIP has the right, but not the obligation, to remove or edit any violating content posted on the Services or transmitted through the Services.

9. FEES AND TAXES.

9.1 Fees. YOURMEMBERSHIP's prices applicable to the Services are the prices in effect on the date of signing this Agreement (as set forth in Exhibit C) or any additional services addendum. Customer agrees to pay the applicable fee(s) in accordance with the fees, charges, and billing terms set forth in this Agreement ("Fees"). All Fees are quoted in the United States currency. Except as otherwise provided in this Agreement, Fees are non-refundable. In addition to such Fees, Customer shall pay all applicable sales, use and other

taxes or duties (excluding taxes based on YOURMEMBERSHIP's income).

9.2 Payments. Fees for the Services will be invoiced in advance in accordance with payment frequency and other terms set forth in Exhibit C or in any additional services addendum (if not so set forth, fees will be invoiced on a annual basis in advance). Unless otherwise stated in this Agreement or any additional services addendum, Fees are due within 30 days from the invoice date. Any payment not received from the Customer by the due date shall accrue late fees (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Customer shall also pay all sums expended (including reasonable legal fees) in collecting overdue payments. If Customer believes that the bill is incorrect, Customer must contact YOURMEMBERSHIP in writing within thirty (30) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9.3 Audits. YOURMEMBERSHIP will maintain complete and accurate records sufficient to document Customer's compliance with the license and usage provisions set forth in this Agreement. Such records shall be maintained during the Term and for a period of at least one (1) year thereafter.

10. TERM. This Agreement commences on the Effective Date as defined as the latest signing date by either party of this agreement. Unless otherwise detailed in Exhibit C the Services and License Fees shall commence on the Activation Date (as defined below) and the Services and this Agreement shall continue for a period DEFINED IN THE EXHIBIT C from the Activation Date or such other period specified in this Agreement or any additional services addendum. Thereafter, this Agreement automatically renews under same terms, unless either party provides written notification of termination within 90 days of contract expiration.



"Activation Date" will be the day following the issuance of an administrator login to the sandbox or development site to Customer to enable access the Services.

11. TERMINATION.

11.1 Breach. Except as provided in Section 11.3 below, either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

11.2 Insolvency. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.

11.3 Sale or Assignment of YOURMEMBERSHIP and/or Crowd Wisdom to third party. Customer shall have the right to terminate this Agreement upon receipt of notice that either YOURMEMBERSHIP and/or Crowd Wisdom has been sold or assigned to a third party.

11.4 Failure to Pay/Customer Conduct. YOURMEMBERSHIP may suspend or terminate the Services, at its sole option, upon written notice, if the other party is delinquent on payment of any undisputed amount by more than ninety (90) days, or has breached any other material term of this Agreement, and has not cured such nonpayment or other breach

11.5 Termination without cause
Either party may choose to terminate this Agreement without cause subject to providing the non-terminating party with at least 120 days written notice of its decision to terminate this Agreement. If Customer or YOURMEMBERSHIP terminates this Agreement, Customer will be obligated to pay the balance

due for all Services provided up to and prior to termination only.

11.6 Effect of Termination.

YOURMEMBERSHIP shall not be liable to Customer or any third party for suspension or termination of the Services in accordance with this Agreement. If Customer or YOURMEMBERSHIP terminates this Agreement, Customer will be obligated to pay the balance due for all Services provided up to and prior to termination only. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or YOURMEMBERSHIP, Customer's right to use the Services shall immediately cease. Sections 6.1, 7.2, 8.2, and 11.4 of this Agreement and any other provisions which by their nature are intended to survive shall survive its expiration or termination for any reason.

YOURMEMBERSHIP shall retain Customer Content for a period of one hundred twenty (120) days after expiration or termination of this Agreement.

Customer may request that YOURMEMBERSHIP export the Customer Content to Customer or a new Customer-selected vendor; YOURMEMBERSHIP agrees to provide such services at its then current rates on a time and materials basis. Interoperable content will be provided in the file format uploaded. Learner transcript data will be provided in delimited, text file format. **After one hundred twenty (120) days, YOURMEMBERSHIP may delete and destroy all Customer Content without notice or further liability to Customer.**

12. PROPRIETARY RIGHTS. Except for what is set forth in paragraph 6.1 of this Agreement, Customer acknowledges that YOURMEMBERSHIP owns and will continue to own all right title and interest in and to the Services and all content elements, templates, work-flows, software, features, modifications, improvements, upgrades and derivative works incorporated into or related to the Services (excluding the Customer Content and the Authorized User Data). YOURMEMBERSHIP retains exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights thereto. Except as expressly stated



herein, this Agreement does not transfer any right, title or interest in the Services or any component thereof to Customer. Customer agrees that it or its employees, contractors or agents may provide or create certain feedback or innovations regarding the attributes, performance or features of the Services (collectively, "Feedback"). Customer hereby assigns and agrees to assign all right, title and interest it may have in any Feedback to YOURMEMBERSHIP. If, for any reason, Customer's assignment of the Feedback is ineffective, Customer hereby grants and agrees to grant to YOURMEMBERSHIP a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to embed such feedback into the Services and otherwise use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

13. CONFIDENTIALITY.

13.1 Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written

consent of the other party. Also, the receiving party agrees that it will not use any of the Confidential Information provided by disclosing party to directly or indirectly compete against disclosing party in any capacity or business venture.

13.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (v) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party (to the extent permitted by law) so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

13.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree in writing, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

14. REPRESENTATIONS AND WARRANTIES.

14.1 Due Organization. Each party represents that it is a business entity duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated, and that it has the full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

14.2 Conflicting Agreements. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

14.3 YOURMEMBERSHIP Warranties. YOURMEMBERSHIP represents and warrants: (i) that its development, implementation and support services will be performed in a workmanlike manner and in accordance with applicable industry standards; (ii) that the Services provided to Customer conform to the descriptions set forth in Exhibit A or services addendum hereto.

14.4 Warranty Disclaimer. The warranties set forth in this section are the sole and exclusive warranties made by YOURMEMBERSHIP with respect to the services, and any other deliverables or services provided under this agreement or any additional services addendum. YOURMEMBERSHIP makes no other warranties, express or implied, and expressly disclaims any warranties of merchantability, fitness for a particular purpose, accuracy of data, non-interference or non-infringement of third party rights. Notwithstanding any other provision, YOURMEMBERSHIP does not warrant that the services or any other deliverables or services provided hereunder will be uninterrupted or error-free.

15. MUTUAL INDEMNIFICATION

15.1 Mutual Indemnification. Each party shall defend, hold harmless and indemnify the other from and against any and all Liabilities in connection with claims for personal injury or death of either party's or its affiliate's employees or contractors, to the extent such Liabilities result from the gross negligence or intentional misconduct of the indemnifying party, its employees, contractors or invitees, in connection with this Agreement.

16. LIMITATION OF LIABILITY.**16.1 Limitation on Damages.**

For the party's indemnification obligations as set forth in this agreement, in no event shall either party's aggregate liability, if any, arising out of or in any way related to this agreement exceed the total fees paid by customer for the services that directly gave rise to the damages claimed in the previous twelve (12) months.

16.2 Disclaimer of Punitive Damages. In no event shall YOURMEMBERSHIP be liable (a) for any special, punitive or damages, or (b) to third parties claiming through customer; even if YOURMEMBERSHIP has been advised of the possibility of such damages.

16.3 Essential Purpose. The essential purpose of this Section is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section are intrinsic to the amount of consideration levied in connection with the license of the Services and that, were YOURMEMBERSHIP to assume any further liability, such consideration would out of necessity, been set much higher.

17. GENERAL.

17.1 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email;



the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.2 Assignment. Neither this Agreement nor any Services license may be assigned or transferred by either party, without the other party's prior written consent; provided, however, that YOURMEMBERSHIP may assign this Agreement to its successor in interest as a result of a merger, acquisition or sale of all or substantially all of its assets without the need to obtain Customer's consent.

17.3 Entire Agreement. This Agreement, together with all addenda, schedules, and exhibits, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings between the parties relating to the subject matter hereof. This Agreement may be amended or superseded only by a written instrument signed by both parties.

17.4 Injunctive Relief. The parties agree that any breach of the license or confidential information sections of this Agreement would result in irreparable injury for which there is no adequate remedy at law. Therefore, in the event of any breach or threatened breach of the license or confidential information sections of this Agreement, the aggrieved party will be entitled to seek equitable relief, without the need to post a bond, in addition to its other available legal remedies, in a court of competent jurisdiction.

17.5 Governing Law. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Should either party wish to initiate litigation related to this Agreement against the other party, such action shall take place exclusively in the state or federal courts located in California.

17.6 Independent Contractors. Nothing contained in this Agreement shall be deemed or

construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other. No party shall hold itself out as having any authority or relationship in contravention of this Section.

17.7 Severability. Any provision of this Agreement held to be unenforceable shall not affect the

17.8 enforceability of any other provisions of this Agreement.

17.9 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

17.10 Publicity. YOURMEMBERSHIP may use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its general advertising and marketing materials. The parties may issue a press release regarding YOURMEMBERSHIP's provision of the Services to Customer, subject to the prior written approval of each party. Each party shall obtain the other party's permission prior to using the other party's name for any other marketing or promotional purposes.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, each



of which shall constitute an original and all of
which together shall constitute one and the

same instrument.

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

YourMembership Inc.

Society of American Gastrointestinal
and Endoscopic Surgeons

Signature: Tristan Jordan
Tristan Jordan (Mar 21, 2018)

Signature: Sallie Matthews

Name: Tristan Jordan

Name: Sallie Matthews

Title: EVP and GM

Title: Executive Director

Date: Mar 21, 2018

Date: 3/20/18

EXHIBIT A: DESCRIPTION OF CROWD WISDOM™ SERVICES

The description of services can be found at the following link:

http://bit.ly/exhibit_a_di_msa

EXHIBIT B: SUPPORT AND MAINTENANCE

The YOURMEMBERSHIP Service Level Agreement defines service reliability, performance, and turnaround times. It can be found at the following link.

The SLA is a standard document enforced with all clients. Therefore, we cannot accept changes to the document itself. Client-specific SLA requirements can be supported thru an exhibit detailing the scope and nature of the service required.

http://bit.ly/digitalignite_SLA

EXHIBIT C: Contract Summary, Fees, Pricing and Billing for LMS Implementation

Exhibit C summarizes the estimated contract billing components and respective descriptions. Upon completion of a Discovery phase, scope and costs will be finalized and mutually agreed upon for other one-time costs including integration, customization, and migration (data and content.)

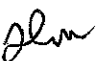
Please find the **EXHIBIT C** as a separate document.

A handwritten signature in black ink, appearing to be 'slm', is located in the bottom right corner of the page.

EXHIBIT C: Contract Summary, Fees, Pricing and Billing for LMS Implementation

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

Please see the following pages for Exhibit C pricing and terms

A handwritten signature in black ink, appearing to be "JLW", located in the bottom right corner of the page.

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.

slm

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.

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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:

	HRs	Line total	Description
Implementation services			
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	

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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			<i>The standard hourly rates were decreased, and a \$5,000 discount was applied above.</i>
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?	<ul style="list-style-type: none"> 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	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.
Process of engagement	For implementation, our process is as follows: <ul style="list-style-type: none"> 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	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.
How is the license fee determined?	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.

	<p>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.</p>
License fee milestone reviews	<p>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.</p> <p>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.</p>
Billing	<p>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.</p> <p>The license fees are billed annually and commence at the time the contract is signed and then each year on the contract anniversary date.</p>
Renewals	<p>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.</p>
SAGES	<p>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.</p> <p>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.)</p> <p>These five (5) organizations listed as competitors:</p> <ul style="list-style-type: none"> • 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

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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)

Community Brands Inc.

Society of American Gastrointestinal
and Endoscopic Surgeons

Signature: *Tristan Jordan*
Tristan Jordan (Mar 21, 2018)

Signature: *Sallie Matthews*

Name: Tristan Jordan

Name: Sallie Matthews

Title: EVP and GM

Title: Executive Director

Date: Mar 21, 2018

Date: 3/20/18