

ME2B ALLIANCE MEMBERSHIP AGREEMENT FOR "B" MEMBERS

This Me2B Alliance Membership Agreement (the "**Membership Agreement**") is entered into by and between Me2B Alliance, Inc. ("**Me2B Alliance**") and the entity applying for membership ("**Applicant**", who, upon execution of this Membership Agreement by Me2B Alliance may also be referred to as "**Member**"). Applicant executes this Membership Agreement for itself and on behalf of Applicant's Authorized Affiliates (as indicated and as may be added later, pursuant to the Bylaws), and is effective as of the date executed by Me2B Alliance (the "**Effective Date**"). This Membership Agreement also includes the terms and conditions of the following documents, as may be amended or supplemented by Me2B Alliance from time to time in accordance with the Bylaws, and all of which are incorporated herein by reference (collectively, the "**Organizational Documents**", which are available for review upon request to Me2B Alliance or on the Me2B Alliance website at www.me2ba.org):

- the Bylaws of Me2B Alliance, Inc. (the "**Bylaws**");
- the Me2B Alliance Certificate of Incorporation;
- the Me2B Alliance Code of Conduct;
- the Me2B Alliance Intellectual Property Rights Policy;
- the Me2B Alliance Antitrust Policy;
- the Me2B Alliance Operating Procedures; and
- any other policies and procedures that the Board of Directors of the Me2B Alliance adopts that are applicable to Membership in the Me2B Alliance in the Membership Class selected

Capitalized terms not otherwise defined herein shall have the meaning provided in the Organizational Documents.

In addition, Applicant hereby agrees to the following terms and conditions.

1. ***Membership Fees.*** The term of Membership in the Me2B Alliance for each Membership class selected shall be for one (1) year, expiring on the one-year anniversary of the Effective Date. Unless terminated by Member with thirty (30) days written notice to Me2B Alliance of Member's intent to not renew, or otherwise terminated pursuant to the applicable provisions of the Organizational Documents, the Membership Agreement shall automatically renew on an annual basis on each anniversary of the Effective Date. Me2B Alliance will invoice the then-current Membership renewal fee to Member thirty (30) days prior to the annual Renewal Date, which will be due and payable no later than the annual Renewal Date, and Member's payment thereof shall constitute a renewal of membership in the Me2B Alliance at the Membership Class selected. Member may adjust the selected Membership class prior to renewing for the following renewal term.

2. ***Non-Payment of Fees.*** Failure to make a timely renewal payment of the Membership Fee shall be cause for termination of this Membership Agreement and all benefits of Membership afforded to Members of Me2B Alliance. Member agrees that once accepted, all Membership Fees are nonrefundable for any reason, including termination of this Membership Agreement. There is no duty of either Me2B Alliance or Member to renew this Membership Agreement and renewal may only be accomplished as set forth herein.

3. ***Licensing of Intellectual Property.*** Member acknowledges and agrees Member and Member's Affiliates are subject to the commitment to license certain intellectual property rights to Me2B

Alliance, Me2B Alliance Members, and to third parties as provided in the IPR Policy as may be updated by ME2B Alliance from time to time.

4. Confidentiality. The disclosure, handling, and treatment of confidential information in the activities of Me2B Alliance shall be as provided in the Bylaws and IPR Policy, as may be amended or restated from time to time.

5. Name and Logo. Member hereby grants to Me2B Alliance the right to reproduce, use, and display Member's company name and logo on the Me2B Alliance website and in press or other public collateral solely regarding Member's membership in Me2B Alliance and for no other purpose without Member's prior approval in writing; provided that, Me2B Alliance will make reasonable efforts to use and display logo of Member pursuant to logo guidelines of Member which are provided to Me2B Alliance in writing, or pursuant to requests provided in writing by Member. Member shall provide Me2B Alliance with suitable logo artwork within thirty (30) days of the Effective Date.

Me2B Alliance hereby grants to Member the right to reproduce, use, and display Me2B Alliance's name and logo on Member's website and in press or other public collateral solely regarding Member's membership in Me2B Alliance and for no other purpose without Me2B Alliance's prior approval in writing; provided that, Member will make reasonable efforts to use and display logo of Me2B Alliance pursuant to logo guidelines of Me2B Alliance which are provided to Member in writing, or pursuant to requests provided in writing by Me2B Alliance. Me2B Alliance shall provide Member with suitable logo artwork within thirty (30) days of a written request by Member.

6. Dispute Resolution. Any claim or dispute arising from or relating to this Membership Agreement (a "**Dispute**") shall be governed by the internal substantive laws of the State of California without regard to principles of conflict of laws. Any Dispute shall be finally settled in the state or federal courts of San Diego County, California, and the parties hereby consent to the jurisdiction of such courts.

7. Limitation of Liability. Neither party shall be liable to the other for any indirect, punitive, exemplary, multiple, or similar damages with respect to any Dispute.

8. General. This Membership Agreement, including the Organizational Documents, represents the entire agreement of the parties regarding Member's membership in Me2B Alliance. This Membership Agreement may not be modified except by written agreement of the parties. If any provision of this Membership Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect. This Membership Agreement is between Applicant /Member and Me2B Alliance and is not intended to give rise to third-party beneficiary rights to any other party, including to other members of Me2B Alliance. Member shall be fully responsible for the conduct of its Authorized Affiliates under this Membership Agreement as if such conduct were Member's own.

This Membership Agreement is effective upon (i) receipt by Me2B Alliance of the initial Membership Fee associated with the Member Class selected, and (ii) execution of this Membership Agreement by an authorized representative of Me2B Alliance. The individual executing this Membership Agreement on behalf of Applicant represents and warrants that the individual has all requisite signing authority for and on behalf of Applicant to seek Membership in Me2B Alliance and execute this Membership Agreement.