



## MEMBERSHIP AGREEMENT

This Agreement is made by and between Cambia Health Solutions, Inc. at 1800 9<sup>th</sup> Avenue, Suite 250, Seattle, WA 98101 (hereby referred to as “Cambia Grove”) and \_\_\_\_\_ (hereby referred to as “Member”).

### **1.0 MEMBERSHIP**

1.1. **Membership and Fees.** Member hereby applies for an annual Membership to Cambia Grove starting in the calendar year of \_\_\_\_\_ (year). Member’s membership will continue as long as the Member remains current in Member’s payment of annual membership fees. Membership fees are \$150 per calendar year, except that for a member who joins after June 30 of any particular year, the membership fee for the remaining part of the calendar year is \$50. Membership fees for the first calendar year are due upon signing of this Agreement; for subsequent years, Cambia Grove will notify Member by invoice or some other means when a subsequent calendar year’s Membership fees are due. Under no circumstance is a member entitled to a refund of all or part of Membership fees or other payments. Cambia Grove reserves the right to deny membership to any Member who does not meet the eligibility criteria in Section 1.2 or who fails to make timely payments of membership fees.

1.2. **Membership Eligibility.** In order to be eligible for membership with Cambia Grove, Member must be 18 years of age or older and have an interest in accelerating health care innovation to create a more person-focused and economically sustainable health care system.

1.3. **Rules and Rule Changes.** By signing below, Member agrees to abide by the terms of this Agreement, the **Cambia Grove Guest Rules**, and, as applicable, the **Cambia Grove Space Reservation Agreement** (collectively the “Rules”). Cambia Grove reserves the right to change, modify, add, amend or remove portions of these Rules from time to time, but Cambia Grove will notify Member before making any material changes. Member will be given the opportunity to cancel membership if the Member does not want to accept the changes. If Member does not opt out in this way, Member’s continued subscription to and use of Cambia Grove services will indicate an acceptance of the updated Rules. The most recent Rules are posted online at [www.cambiagrove.com](http://www.cambiagrove.com) and made available upon request.

1.4. **Refusal, Suspension, and Termination of Membership.** Cambia Grove shall have the right to suspend participation, or cancel the membership, of a Member if the member is in violation of the Rules, any policies and procedures adopted by Cambia Grove, or any applicable law. Cambia Grove also reserves the right to refuse membership in its discretion (for reasons such as previous violation of Membership Terms). Prior to suspension, termination, or refusal of membership in accordance with this section (with the amount of time depending on the nature of the reason for the action), Member will be given notice of such proposed action and will have the opportunity to respond in writing for Cambia Grove’s consideration, before Cambia Grove takes final action.

1.5. **Benefits of Membership.** Subject to applicable policies, terms, and availability, including, as applicable, the Cambia Grove Space Reservation Agreement and other Rules, Member is entitled to the following benefits:

- a. Early access to Cambia Grove reports (including playbooks, Landscape Reports, etc.)
- b. Access to national network of health care innovators to collaborate on special projects
- c. Access to a national job board
- d. Access to forum to discuss current health care trends, news, and policies with colleagues across the country
- e. Ability to connect with members to identify common barriers and best practices in the health care industry

- f. Access to members-only networking events
- h. Complimentary access to any Cambia Grove-organized event and access to member-only events
- i. Priority registration timeframe for all Cambia Grove events
- j. Complimentary two-hour reservations per day for Seattle meeting rooms (upon availability)

Member acknowledges and agrees that availability limitations and restrictions include, without limitation, Cambia Grove's normal business hours, as posted on Cambia Grove's website, and the limited capacity of Cambia Grove's meeting and event space, which may be restricted for other events or activities, at Cambia Grove's sole discretion.

**1.6. Limitations of Membership Benefits.** You acknowledge and agree that Cambia Grove Membership does not entitle you to any advantage or privileged or special access with respect to any benefit not expressly listed in these Membership Terms, including partnerships or investments with Cambia Health Solutions, Inc. or Echo Health Ventures, LLC.

## 2.0 GENERAL

**2.1. General Disclaimer; No Warranty.** MEMBER AND CAMBIA GROVE EACH ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL SERVICES AND INFORMATION PROVIDED BY CAMBIA GROVE UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CAMBIA GROVE EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH SERVICES AND INFORMATION.

CAMBIA GROVE EVENTS, WEB SITE, AND DIGITAL PLATFORMS MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD-PARTY INDIVIDUALS AND ORGANIZATIONS. CAMBIA GROVE DOES NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISSEMINATED, DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THESE FORUMS. MEMBER ACKNOWLEDGES THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT MEMBER'S SOLE RISK.

**2.2. Limitation of Liability; Indemnification.** IN NO EVENT WILL CAMBIA GROVE BE LIABLE TO ANY MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE AGGREGATE LIABILITY OF CAMBIA GROVE, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, OR CONTRACTORS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, CLAIMS OR DAMAGES, SHALL NOT EXCEED THE MEMBERSHIP FEES PAID BY THE MEMBER TO CAMBIA GROVE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.

MEMBER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CAMBIA GROVE, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, AND DIRECTORS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH MEMBER'S MEMBERSHIP OR MEMBER'S USE OF OR ATTENDANCE AT CAMBIA GROVE AND ITS SERVICES OR ACTIVITIES WHETHER OR NOT OCCURRING AT CAMBIA GROVE-OWNED FACILITIES, DAMAGE TO PERSONAL PROPERTY OF CAMBIA GROVE, ITS GUESTS AND MEMBERS OF CAMBIA GROVE, OR ANY VIOLATION OF APPLICABLE LAW, OR THE RULES.

**2.3. Governing Law.** Cambia Health Solutions, Inc. is headquartered in Portland, Oregon. This Agreement shall be construed and controlled by the laws of the State of Oregon without reference to conflict of laws principles. If any claim

or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Oregon, to whose jurisdiction each party hereby submits.

2.4. **Assignment.** The membership and accompany rights and obligations granted and assigned to you pursuant to this Agreement is personal to you, and under no circumstances may be assigned or transferred without the prior written consent of Cambia Grove. Any attempted assignment or transfer shall be null and void and shall result in the immediate and automatic termination of the membership granted under this Agreement.

2.5. **Termination/Waiver.** If any provision to this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

2.6. **Entire Agreement.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written between the parties relating to this Agreement.

2.7. **No Agency Relationship.** Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Member and Cambia Grove, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**MEMBER:**

**CAMBIA HEALTH SOLUTIONS, INC.:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Its:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_