

MAGNIFI GROUP, INC.
INTERACTIVE EDUCATIONAL PROGRAM FOR TOTAL JOINT, CASE PRESENTATION OF THE YEAR
ENTRANT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ of _____, 2011 (the "Effective Date"), by and between MAGNIFI GROUP, INC., a California corporation, with its principal place of business at 2633 Ariane Drive, San Diego, California 92117 (the "Company") and _____ ("Interactive Educational Program (IEP) for Spine Fellows, Case Presentation of the Year, Entrant").

Patient Anonymity and Informed consent. Entrant guarantees every reasonable precaution has been taken to protect the anonymity of any patient cited in the submitted case presentation. Further, entrant guarantees that any experimental investigation with human subjects reported in the manuscript was performed with informed consent and followed all the guidelines for experimental investigation with human subjects required by the institution(s) with which all the authors are affiliated.

Rights to Case Presentation. Entrant owns and will continue to own the rights to his/her submission; however, he/she grants Magnifi Group unrestricted use of his/her submission within the context of the Interactive Educational Program including any public sites and marketing materials.

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Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party by written notice. The obligations set forth will survive any termination of this Agreement.

General Terms. The parties' rights and obligations hereunder will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Because the nature of the Services are personal, any attempted assignment of Contributing Author's rights or delegation of Contributing Author's obligations hereunder will be void without the prior written consent of the Company. This Agreement is governed by the laws of the State of California, excluding conflicts of laws principles. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. This Agreement and its Schedules constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties to this Agreement. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing. This Agreement may be executed in counterparts, each of which shall be deemed an original, and collectively shall be deemed one agreement. The parties hereto have executed this ENTRANT AGREEMENT as of the Effective Date.

MAGNIFI GROUP, INC.

Name: Jennifer Ong

Title: Product Manager

2633 Ariane Drive
San Diego, California 92117

CONTRIBUTING AUTHOR

By: _____

Name: _____

Address: _____
