

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 misappropriate 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.

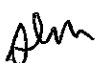
9.1 Fees. YOURMEMBERSHIP's prices applicable to the Services are the prices in effect on the date of signing this Agreement (as set forth in Exhibit C) or any additional services addendum. Customer agrees to pay the applicable fee(s) in accordance with the fees, charges, and billing terms set forth in 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: _____

Signature: Sallie Matthews

Name: _____

Name: Sallie Matthews

Title: _____

Title: Executive Director

Date: _____

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', located in the bottom right corner of the page.