



Thank you for your interest in using the QuoteClick internet dental rating software program. **QuoteClick.com** provides a web based insurance rating software product offering quotes for individual and family dental insurance and discount plans in all 50 states. The comparative rating software automates rating management and policy underwriting for agents and dental plan companies.

The website integration is nearly seamless and you can enjoy the benefits of online rating at your client's fingertips. We provide an agent link for your web site which brings them to a landing page so they can enter their zip code. The dental plan results are then displayed from the least to most expensive monthly rate. The client selects a plan, reviews the dental services and completes an online application. We then form-fill the application or automatically upload the order to the dental plan company or form fill a company PDF application for mailing with your agent code.

Please sign the attached QuoteClick Service Agreement and forward it along with your 6-month payment in the amount of \$114 payable to:

**QuoteClick**  
**PO Box 910**  
**Harbor City, California 90710-0910**

Upon receipt we will provide you with your proposed system activation date (generally 10-14 days). At that time, we will provide access to your user account so that you may load your insurance and discount company agent codes into the system. We will then have a technician personally walk you through the rating process.

We look forward to serving you,

Regards,

A handwritten signature in black ink, appearing to read "D. Blunt". The signature is written in a cursive, flowing style.

Dr. David Blunt, CEO

## **QuoteClick Service Agreement (QCSA)**

This Agreement shall constitute the entire agreement between Client and QuoteClick with respect to the subject matter herein, and shall supersede any and all prior QuoteClick Service Agreement (QCSA) between Client and QuoteClick solely regarding the subject matter herein.

### **Basic Service Agreement**

QuoteClick provides a non-exclusive online internet based dental plan rating service available to agents, affiliates, solicitors, providers, among other entities selling, and offering dental plan products (Client). Client agrees to pay in advance \$114 (approximately \$19 a month) for a 6-month continuous service agreement (when applicable) term billed accordingly, and includes the QuoteClick monthly service(s) and added features, the coverage areas in which those features may be used, and the recurring charges associated with those allowances and features, all as described in the materials made available at the time Client accepted this Agreement. In addition, to the extent any condition in Client's Plan expressly conflicts with this Agreement; the condition in Client's Plan will govern. If at any time Client alters the Service(s) (by accepting a promotion, for example), Client will be subject to any requirements which QuoteClick determines, at its sole and absolute discretion, that are related to the alteration, such as a new minimum term. A cancellation by the Client would not be considered an alteration of Service(s).

Client agrees to a 6-month (semi-annual) billing period established at time of purchase beginning upon QuoteClick's delivery date of an order. Initial billing period payment and setup charges, if any, shall be due upon receipt of contract. This agreement will automatically renew for successive terms unless canceled in writing thirty days prior to the billing period renewal date. Client will receive an invoice for charges and payment is due upon receipt. Renewal prices are subject to change. Renewal of services by Client indicates agreement to Contract revisions. Any account with outstanding fees 10 days or more will be suspended for non-payment without notice. Accounts may be reactivated upon payment of any outstanding charges plus applicable re-activation fees at the discretion of QuoteClick.

### **Usability**

QuoteClick is a dental rating service provider connected to the Internet. QuoteClick offers storage and transfer services over the Internet through access to its Web Server and Client seeks to utilize QuoteClick's server for its own purposes and the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, QuoteClick can make no guarantee that any given reader shall be able to access QuoteClick's server at any given time. QuoteClick represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption in consideration of the mutual promises contained herein.

Client will provide QuoteClick with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of QuoteClick. QuoteClick shall make no effort to validate this information for content, correctness or usability. Use of QuoteClick's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use by the Client. The Client agrees that he or she has the necessary knowledge to create Client's data storage space. Client agrees that it is not the responsibility of QuoteClick to provide this knowledge or Customer Support outside of the defined service of QuoteClick.

### **Disclaimer of Warranty**

QuoteClick will exercise no control whatsoever over the content of the information passing through the network. QuoteClick makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. QuoteClick also disclaims any warranty of merchant ability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of QuoteClick is at the Client's own risk, and QuoteClick specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a

connection to and do not represent guarantees of available end to end bandwidth. QuoteClick expressly limits its damages to the Client for any non-accessibility time or other down time to the prorated term charge (1/180<sup>th</sup>) based upon the number of complete 24 hour days during the system unavailability after a 24-hour period. QuoteClick specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Customer is granted a conditional use and license to utilize QuoteClick. No portion of any html, source code, layout style, graphics, written content or information from any licensed by QuoteClick may be altered, duplicated, uploaded, downloaded or redistributed for resale in any manner for any purpose without prior written authorization of the QuoteClick. QuoteClick and its websites are protected by United States copyright law and any violation of this agreement may result in severe civil and criminal penalties. QuoteClick will also assert any and all legal remedies to the maximum extent possible under the law in order to protect its interests.

#### User Access

Client access will be granted at the discretion of QuoteClick and will require use of a username and password provided by QuoteClick. Access may be revoked at any time for any reason, at QuoteClick's sole discretion. Access is provided for the sole purpose of reviewing customer dental plan orders and content held within the Client directory. QuoteClick personnel are not responsible for training the customer on how to use the internet access. QuoteClick is not responsible for ensuring the proper functioning of any website files post by the customer. Any work or consultation required to repair non-functioning files will be performed by QuoteClick at the rate of \$50 per hour, with a one hour billing minimum for each occurrence. Should at any time QuoteClick determine that any operating code is interfering with normal operation of the QuoteClick's web systems; QuoteClick reserves the right to disable customer site without notice. QuoteClick's sole responsibility is to provide Client admin access to the data.

Client assumes all liability for the files and content within the directory and compliance with HIPPA and PCI compliance requirements. QuoteClick considers the Clients Data and the content of all Client databases to be private. Except as provided in this Agreement QuoteClick will not intentionally monitor or disclose any data entered or Clients Data unless required by law. Additionally, you agree to respect the privacy and confidentiality of others. Since Subscriber privacy is a function of your password, the Provider encourages Subscribers to change passwords frequently and further not to share the password with any third party.

You agree that you are solely responsible for the content of your account, and you further acknowledge that the QuoteClick acts as a passive conduit for the storage of data. You represent and warrant that the content you provide to the QuoteClick : (a) does not infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (b) does not violate any law, statute, ordinance or regulation; (c) is not defamatory, trade libelous, threatening, abusive, pornographic or obscene; (d) does not contain viruses or other similar harmful or deleterious programming routines; and (e) does not contain links to any such sites referenced above. If you violate any aspect of this provision you may be penalized up to and including loss of the Service and any other remedies available to the QuoteClick by law.

The Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access QuoteClick's service. QuoteClick makes no representations, warranties or assurances that the Customer's equipment will be compatible with the QuoteClick service. Client expressly agrees that use of QuoteClick's Server is at Client's sole risk. Neither QuoteClick, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that QuoteClick's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the QuoteClick Server service, unless otherwise expressly stated in this Agreement.

#### Limit of Liability

Under no circumstances, including negligence, shall QuoteClick, its offices, agents or anyone else involved in creating, producing or distributing QuoteClick's Server service be liable for any direct, indirect, incidental, special

or consequential damages that result from the use of or inability to use the QuoteClick service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to QuoteClick's records, programs or services.

Client hereby acknowledges that this paragraph shall apply to all content on QuoteClick's Server service. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs. Client may only use QuoteClick's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

#### Indemnification

Client agrees that it shall defend, indemnify, save and hold QuoteClick harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against QuoteClick, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless QuoteClick against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with QuoteClick's Server; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on QuoteClick Server.

#### Acceptable Use Policy

In addition QuoteClick adheres to an Acceptable Use Policy which sets forth the principles that govern the use by Clients of the Web-based products and services provided by QuoteClick. This Policy is designed to help protect our Clients and the Internet community from abusive, illegal, or irresponsible activities. This Policy identifies the actions that QuoteClick considers to be prohibited actions (meaning those actions which create denial of access or impediment of service). Such as copying or duplicating the Licensed Product or creating subsets or derivative databases from the Database, except for personal use only. Assigning, selling or passing along the Licensed Product. Publishing or otherwise disseminating the Licensed Product or creating subsets or derivative databases from the Database for commercial use or sale. Providing services for a fee using the Licensed Product or any subsets or derivatives thereof. Allowing data from the Licensed Product to be made available to others or downloading the Licensed Product onto any electronic storage media or distributing or transferring the Database or Search Results in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of others. Unauthorized distribution of passwords and/or access codes is strictly prohibited. Institutional users should contact their Site Administrator regarding the General Terms and Conditions of their License Agreement.

Adding, removing, or modifying identifying network header information (aka "spoofing") in an effort to deceive or mislead. Attempting to impersonate any person by using forged headers or other identifying information. Any activities which adversely affect the ability of other people or systems to use QuoteClick services or the Internet are prohibited. This includes "denial of service" attacks against the QuoteClick servers, network hosts or individual user. Sending unsolicited commercial e-mail. Using a QuoteClick e-mail or Website address to distribute commercial e-mail is prohibited. Sending large volumes of unsolicited e-mail (aka "mail bombing") is prohibited. Attempting to circumvent user authentication or security of any host, network, or account (aka "cracking") is strictly prohibited. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of QuoteClick servers and networks. Using any program/script/command, or sending messages of any kind, designed to interfere with a User's session, by any means, locally or by the Internet.

QuoteClick reserves the right to monitor Internet access to the QuoteClick services by authorized Client user(s) licensee(s), as part of the normal course of its business practice. Should QuoteClick discover User(s) engaged in prohibited actions as outlined above, which create denial of access or impediment of service, and which adversely affect QuoteClick's ability to provide services; QuoteClick reserves the right to temporarily suspend Client user/licensee access to the QuoteClick servers and/or database. QuoteClick shall make written/electronic notification to Client point of contact of any temporary suspension, and the cause thereof, as soon as reasonably possible. This temporary suspension will remain in effect until the prohibited actions have ceased.

#### Trademarks

The QuoteClick web site is an online information service provided by QuoteClick. Although the information is available to anyone, QuoteClick retains copyrights on all text and graphic images. Therefore, you may not (1) Distribute any of the contents (text or graphics) of this site without the express written permission of QuoteClick; (2) Include the information on your own server or in your own documents without QuoteClick's permission; (3) Modify or re-use the text or graphics located on QuoteClick's web site. You may print copies of the information for your own personal use or store files on your own computer for your personal use only. QuoteClick reserves all other rights.

The QuoteClick brand, the QuoteClick name and the QuoteClick logo are registered trademarks of QuoteClick. The names of other companies and products mentioned herein may be the trademarks of their respective owners. Some of the links in the rating Service area allow you to leave the QuoteClick web site. Linked sites are not under the control of the QuoteClick and QuoteClick is not responsible for the contents of any linked site. The links are provided for convenience only or at the request of the dental plan companies.

#### Performance of Agreement

QuoteClick and Client each acknowledge that in performance of this Agreement, each party has and will continue to disclose to the other, proprietary and confidential information ("Confidential Information"), including, but not limited to, client lists. QuoteClick and Client agree that each party shall: (i) keep such Confidential Information of the other party in strict confidence; (ii) not disclose Confidential Information of the other party to any third parties or to any of its employees not having a legitimate need to know such information, and then only if such third parties or employees have first agreed in writing to keep such information confidential pursuant to the same terms as set forth in this Agreement; and (iii) not use Confidential Information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure); and (iv) return all Confidential Information and all copies thereof to the other party within ten (10) business days of the termination of this Agreement. In the alternative, a party may request that the Confidential Information be destroyed. The party destroying the information must certify in writing its destruction of the Confidential Information within ten (10) business days of when the request for destruction was made. The term Confidential Information, as used herein, does not include information which: (i) becomes generally available to the public other than as a result of a disclosure by a party hereto, its representatives, or its agents; (ii) was available to the receiving party on a non-confidential basis prior to its disclosure hereunder by a party or its agents; (iii) becomes available on a non-confidential basis from a third-party source provided that such third party source is not bound by a confidentiality agreement with the other party hereto; or (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information.

QuoteClick and Client agree that this Agreement's terms will be construed fairly and not in favor of or against a party, regardless of which party drafted the Agreement's terms. Nothing express or implied in this Agreement is intended to confer upon any person other than QuoteClick and Client, their respective successors or assigns, any rights, remedies or obligations whatsoever. Other than the payment of fees by Client as provided in this Agreement, QuoteClick and Client will not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such Service(s) hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or Service(s) required in the conduct of its business from vendors or other parties, including Internet access, or any

change in or the adoption of any law, judgment or decree. Neither party will publicize the terms of this Agreement nor any matter related to this Agreement without first obtaining the prior written approval of the other party.

### Governing Territory

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Client on renewal of QuoteClick Communications. This Agreement constitutes the entire understanding of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of California and of the Internet. In consideration of use of the Service, you agree to provide the QuoteClick current, complete, and accurate information as prompted by the Service, and to maintain and update the registration data as required keeping it current, complete and accurate. You understand the Service is supported by advertising, and you grant QuoteClick the right to disclose the aggregate registration data to third parties in connection with marketing the Service. In cases where you choose to receive services from third parties associated with the QuoteClick, you grant the right to disclose your individual registration data to those third parties in order to fulfill service offers. You also understand that third party service QuoteClick s have individual policies towards the privacy of customer information, which may differ from those stated herein. Furthermore, the QuoteClick may itself use your registration data to provide targeting of advertisements and other Service offers.

No waiver, modification or amendment of this Agreement shall be valid or binding unless the same is in writing and duly executed by both QuoteClick and Client. In the event of termination of this Agreement, the terms of all paragraph sections shall survive and continue in full force and effect. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their legal representatives, successors and assigns. The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement shall be considered an agreement made in California and shall be governed by and construed in accordance with the law of the state of California, without reference to its conflicts of laws rules. Any proceeding initiated by either party, hereto, to enforce this Agreement or enjoin its breach shall be initiated and prosecuted in a federal or state court sitting in Los Angeles County, California.

### Cancellation

This agreement starts when any of the following actions occur after reviewing this Agreement: (1) Client provides QuoteClick with a written or electronic signature by an authorized representative; (2) Client informs QuoteClick electronically of acceptance; (3) Client initiates Service(s). Client can cancel (as long as Client is a new customer and not assuming another customer's Service(s)) within ten (10) calendar days of accepting. Client will still be responsible through that date for the new Service(s) and any charges associated with such Service(s).

Except as explicitly permitted by this Agreement, Client agrees to maintain Service(s) with QuoteClick for the minimum term of 6-months (periods of suspension of service(s) do not count towards fulfillment of Client's minimum term.) After the expiration of the minimum term, Client will automatically incur a new 6-month minimum term unless cancellation to QuoteClick is provided under and accordance with this Agreement. There is no provision for early termination of the service agreement in this document. Therefore, the client's acceptance of the Agreement obligates the client to the costs incurred until the service term is completed. Once the service term starts Client will remain responsible for all fees and charges incurred up to that point and will not be entitled to any partial-term credits or refunds.

### Acceptance and Termination of Agreement

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notwithstanding the above, QuoteClick may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. By signing of this Agreement you acknowledge you are of legal age to enter into a binding contract. This Agreement shall be severable, and should any of its terms or provisions be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, all of the remaining terms and provisions shall remain in full force and effect. This Agreement may not be assigned by any party without the prior written consent of the other party. Any consented assignee of rights or benefits of this

Agreement shall be subject to all the terms and provisions of it. Notice to Client shall be sent by Certified Mail, Return Receipt Requested to the address noted at the end of this Agreement unless otherwise stated in writing and acknowledged in writing by QuoteClick. Notice to QuoteClick shall be sent by Certified Mail, Return Receipt Requested to: QuoteClick PO Box 910 Harbor City, California 90710.

Agreed to this date: \_\_\_\_\_

Client Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

QuoteClick

PO Box 910 Harbor City CA 90710-0910

Ofc: 310-534-7515 Fax: 310-534-4344

Signature: \_\_\_\_\_