

Internet EZ Quote, Inc. Web Site License Agreement

Licensee

Name (If individual: Last, First, M.I. If business, provide complete legal name of entity)

Address

City

State

Zip Code

Telephone

Facsimile

E-mail

_____-_____-_____-_____-_____

License Fees

There is an initial license fee of \$6,000 (subject to discount depending upon payment option selected) and a monthly license fee of \$100. After Licensee has 10 Agents utilizing the Internet EZ Quote Web Site, there is a one-time fee of \$100 for each additional Agent that Licensee authorizes to utilize the Web Site. **Initial License Fee Options.** There are three options for payment of the Initial License Fee: **(a)** Payment of the Initial License Fee in full with submission of the License Agreement—Save \$1,000; **(b)** Payment of \$2,500 with submission of the License Agreement and 12 monthly payments of \$250—Save \$500; or **(c)** Payment of \$500 with submission of the License Agreement and 11 monthly installments of \$500 each.

Payment of Fees. With the exception of fees paid upon execution of the License Agreement (the initial license fee), all fees are paid on a monthly basis through automatic checking account or savings account debits.

Payment of Initial License Fee

Indicate below the payment option you prefer for the initial license fee:

* **Option (a).** Enclosed is Licensee's check or money order in the amount of \$5,000.

* **Option (b).** Enclosed is Licensee's check or money order in the amount of \$2,500. Licensee understands and agrees that Licensee's checking account or savings account identified below will be debited, in accordance with the below authorization, the sum of \$250 per month for 12 consecutive months.

* **Option (c).** Enclosed is Licensee's check or money order in the amount of \$500. Licensee understands and agrees that Licensee's checking account or savings account identified below will be debited, in accordance with the below authorization, the sum of \$500 per month for 11 consecutive months.

Checking or Savings Account Debit Authorization

Complete the below Authorization for payment of the monthly license fees, the monthly installments of the initial license fee (if applicable), and any additional one-time fees that may become due and payable pursuant to this License Agreement. *Note: This Authorization must be completed even if the initial license fee is paid in full with the submission of this Agreement. Please attach a VOIDED check to notify your bank of this authorization agreement!*

Bank: _____ Branch: _____ City & State: _____

Drawn From (choose one): * Checking ~or~ Savings Routing No. _____ Account No. _____

Licensee hereby authorizes Internet EZ Quote to instruct Licensee's bank/savings institution identified above ("Depository") to initiate debit entries to Licensee's account identified above, and to debit the same from such account, for payment of license fees incurred by Licensee pursuant to this Agreement. This authorization shall remain in full force and effect until Internet EZ Quote and/or Depository has received written notification from Licensee of Licensee's termination of this authorization. Such notification must be received in such time and in such manner as to afford Internet EZ Quote and Depository a reasonable opportunity to act on such notification.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Terms and Conditions of License Agreement

1. License. Subject to the terms and conditions of this Agreement, Internet EZ Quote, Inc. ("Licensor") grants Licensee (sometimes referred to as an "Area Marketing Director") a non-exclusive right to use the Internet EZ Quote Web Site ("Site") for the term of this Agreement. Licensor further grants Licensee, subject to the said terms and conditions, the right to grant access to the Site to insurance agents and agencies of Licensee's choosing ("sublicensees"). The rights of sublicensees shall be limited to use of the Site in the management of employer group information and sublicensees shall have no right to grant access to the Site to other sublicensees. Sublicensees shall, however, have the ability to permit the access of employer groups and individuals to the Site. Licensee may grant access to as many sublicensees as Licensee desires. Licensor may issue up to 3,000 Licenses in the United States.

2. Ownership. Licensor owns and has all rights in and to copyrights, trade secrets and trademarks associated with the Site. In no event shall this Agreement be construed as transferring any such rights to Licensee. Licensee agrees that ownership of all copyrights, trade secrets, patents, and other intellectual property rights in the Site remain vested in Licensor. Licensee agrees that it will not copy, decompile, reverse engineer, modify or reproduce the Site in any way, and agrees to promptly notify Licensor of any circumstance of which it has knowledge relating to the any unauthorized use or copying of the Site. Licensee agrees to take, at its expense, but at Licensor's option and under Licensor's control and discretion, any legal action necessary to prevent or stop the unauthorized use or copying of the Site by any third party or entity who has accessed the Site due in part to Licensee's fault or negligence. Licensee agrees to fully cooperate with

Licensors in any action relating to the protection of Licensor's proprietary rights.

3. Sublicensees. Licensee understands and agrees that it may permit insurance agents and agencies of Licensee's choosing to access the Site. Such sublicensees and their respective employer groups and individual insureds gain access to the Site by means of a unique access code that Licensor shall issue to Licensee. Licensee may, at Licensee's discretion, impose a reasonable fee upon sublicensees for access to the Site and may establish other criteria for the granting of access to the Site. Licensee understands that Licensor may, at its discretion, establish terms of use governing the access and use of the Site by Licensee, sublicensees, employer groups and individual insureds. In that event, Licensee shall make no representations to sublicensees or other third parties regarding the Site that contradict the provisions of any such terms of use. Nor shall Licensee make any representations or warranties on behalf of Licensor.

4. Sublicense Agreements. Licensee shall require all sublicensee agents and agencies to complete the Sublicense Agreement as provided to Licensee by Licensor. Licensee further agrees that it shall provide Licensor with a copy of each such Sublicense Agreement within ten (10) days of its execution by each sublicensee. Sublicense Agreements may be downloaded and printed from the Site. The terms of each such Sublicense Agreement, as they pertain to Licensee, are incorporated into and made a part of this Agreement by this reference.

5. Payment Authorization. Licensee authorizes Licensor to withdraw payment for the license fees from Licensee's bank account identified above. Licensee hereby authorizes Licensor to electronically withdraw payment from Licensee's said account for license fees as authorized in this Agreement. Licensor is authorized to withdraw payment equal only to the total license fees due hereunder each month. Licensee agrees to pay a \$20.00 service fee in the event such a withdrawal is declined. Licensee has the right to have the amount of any erroneous withdrawal deposited into Licensee's account as soon as reasonably possible and upon proper notification to Licensor. Licensee shall hold Licensor harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful or erroneous debit to Licensee's account.

6. Confidentiality. Licensee shall have access to all information that its sublicensees and its sublicensees' groups and individual insureds input on the Site. Such information shall include, without limitation, the personal health histories of the members of such groups and individuals and other personal and private information. Licensee agrees that it shall keep all such information absolutely confidential and shall not disclose the same to third parties or otherwise make use of the same for any purpose other than assisting Licensee's sublicensees and such sublicensees' respective groups individual insureds in the management of such information and their full utilization of the Site. Likewise, Licensor agrees that it shall maintain the confidentiality of such information and shall not make use of the same except as required to manage and maintain the Site. Licensee's violation of this covenant of confidentiality shall result in immediate termination of this Agreement and may expose Licensee to civil and/or criminal liability. This agreement of confidentiality shall survive the termination of this Agreement.

7. Relationship of the Parties. Licensee agrees, that it is an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Licensor.

8. Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, LICENSOR PROVIDES THE SITE TO LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESSED OR IMPLIED. LICENSOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND NON-INFRINGEMENT. LICENSOR MAKES NO WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES LICENSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THEREFROM.

9. Reports. All information provided to Licensee through the Site, including but not limited to information concerning group policies, groups, and individual insureds, is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error, the information is not guaranteed by Licensor or any persons creating or transmitting the information. Licensee's access to, use of, and/or reliance upon such information is at Licensee's own risk. All such information is provided to Licensee "as is." If Licensee is dissatisfied with the accuracy or quality of such information, Licensee's sole

and exclusive remedy is to discontinue use of and access to the Site, and reliance upon the information.

10. Limitation of Liability. IN NO EVENT SHALL LICENSOR, ITS SUPPLIERS, AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO LICENSEE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) RESULTING FROM, OR IN CONNECTION WITH, THE FURNISHING, PERFORMANCE, OR LICENSEE'S USE OF THE SITE, OR RESULTING FROM ANY DATA, INFORMATION OR REPORTS OBTAINED THROUGH USE OF THE SITE, OR ARISING OUT OF OR IN ANY WAY RELATED TO (a) ANY ERRORS IN OR OMISSIONS FROM THE SITE, (b) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HOT LINKS IN THE SITE, (c) THE UNAVAILABILITY, SUSPENSION, TERMINATION, OR INTERRUPTION OF THE SITE, (d) LICENSEE'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE, (e) THE CONTENT OF THE SITE, OR (f) ANY DELAY OR FAILURE IN PERFORMANCE, EVEN IF LICENSOR OR ITS SUPPLIERS, AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This means that Licensor is not responsible or liable for damages or costs incurred by Licensee as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from use of the Site or loss of use of the Site, nor for damages or costs incurred in connection with obtaining substitute services, claims by others, or similar costs. IN NO EVENT SHALL LICENSOR'S LIABILITY TO LICENSEE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE LESSER OF (a) THE AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF SUCH A CLAIM, OR (b) THE SUM OF \$6,000.00. LICENSEE'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT LICENSEE MAY HAVE AGAINST LICENSOR.

11. Licensee Representations and Warranties. Licensee represents and warrants (a) that the information provided on this Agreement is true and accurate; (b) that Licensee has the right and authority to enter into this Agreement; (c) that Licensee will at all times comply with all applicable laws, rules and regulations with respect to Licensee's use of the Site, (d) that Licensee will comply at all times with these Terms and Conditions as they currently exist and as amended from time to time by Licensor; and (e) that Licensee shall comply with the terms of each Sublicense Agreement that it enters into with sublicensees as provided herein.

12. Indemnification. Licensee agrees that it is entirely responsible for maintaining the confidentiality of its access code(s). Licensee shall indemnify and hold harmless Licensor, its suppliers, affiliates, officers, directors, employees, successors, and assigns from and against any and all liabilities, losses, damages, costs and expenses of any kind or nature imposed on, incurred by, or asserted against such individuals or entities relating to or arising out of: (a) Licensee's use or sublicensing of the Site; (b) Licensee's unauthorized replication of the site; (c) Licensee's violation of any of these Terms and Conditions; (d) Licensee's unauthorized representations, warranties, or misrepresentations regarding the Site; or (e) any other improper or unauthorized act or failure to act on the part of Licensee.

13. Term. This Agreement will remain in effect until Licensee: (1) sends written notice (including fax or e-mail) of cancellation of this Agreement to Licensor (Notice must include your signature, printed name, address, and account number), or (2) terminates the bank account debit authorization as provided in this Agreement. Notice of cancellation or termination of authorization must be received by Licensor and/or Depository (if applicable) at least 15 business days prior to the scheduled debit or charge of Licensee's account in order to avoid charges for that month. If a cancellation notice or termination of authorization is not received in time to cancel a scheduled debit or charge, the cancellation will become effective in month following the month in which the cancellation notice or termination of authorization was received. Licensor may terminate this Agreement upon 30 days written notice to Licensee, or immediately upon Licensee's violation of these Terms and Conditions.

14. Assignment. This Agreement (and the License granted hereunder) may be transferred by Licensee upon the prior written consent of Licensor, which consent shall not be unreasonably withheld.

15. 30 Day Free Trial. In the event Licensee terminates this Agreement within 30 days of the date of this Agreement, Licensor will provide Licensee with a full refund of all amounts paid by Licensee to Licensor hereunder provided Licensee has loaded at least ten (10) employee groups onto the

system and has demonstrated the system to at least ten (10) employers during the initial 30 day period. Except as provided in this Section 15, there are no refunds.

16. Amendment. Licensee agrees that Licensor may amend this Agreement, including the amount of monthly and one-time fees hereunder, at its sole discretion. Amendments shall become effective upon no less than 30 days prior written notice to Licensee. Licensee's failure to terminate this Agreement within such time period shall constitute Licensee's acceptance of and agreement to all such amendments.

17. Waiver. Waiver by Licensor can be effected only in writing by an authorized officer of Licensor. Licensor's waiver of any particular breach by Licensee shall not affect or impair Licensor's rights with respect to any subsequent breach. Nor shall any delay or omission by Licensor to exercise any right arising from a breach affect or impair Licensor's rights as to that or any subsequent breach.

18. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the agreement shall be severed and the remaining provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho as they apply to agreements made and solely performed therein.

20. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration conducted before one arbitrator who is knowledgeable in computer and cyberspace law. The site of any such arbitration will be in Idaho Falls, Idaho. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator will be binding and conclusive on the parties and judgment upon such award may be entered in any court having jurisdiction thereof. Each party to the arbitration will bear its own costs and expenses of arbitration, including attorney fees and filing fees. The arbitrator will not be empowered to award punitive damages to either party.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety.

Signature

LICENSEE VERIFIES THAT IT UNDERSTANDS ALL OF THE ABOVE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND AGREES TO BE BOUND THEREBY. Licensee understands and agrees that this Agreement will remain in effect until terminated as provided herein.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Upon completion of this License Agreement, send the signed and dated original, with a check or money order in the amount that corresponds to the Initial License Fee Payment Option that you selected above, to: Internet EZ Quote, Inc., 3758 N. Yellowstone Highway, Idaho Falls, Idaho 83401. Upon receipt of the completed Agreement, and clearance of the initial funds, Internet EZ Quote will forward your Web Site Access Code and other pertinent information to the E-mail address that you listed above. If no E-mail address was listed, the Access Code and information will be mailed to you.

DID YOU REMEMBER TO:

- **Sign and date this Agreement in all necessary spaces?**
- **Enclose a check or money order in the appropriate amount?**
- **Attach a VOIDED check?**
- **Make a copy of this Agreement for your records?**