

Internet EZ Quote Web Site Access/Sublicense Agreement

Area Marketing Director	Agent/Agency
Name (if a business, legal name of entity):	Name (if a business, legal name of entity):
Contact Person:	Contact Person: Title:
Title:	Address:
Address:	City, State, and ZIP Code:
City, State, and ZIP Code:	Phone: Fax:
Phone: Fax:	E-Mail:
E-Mail:	Access Code:

Checking or Savings Account Debit Authorization

Agent: There is a monthly fee of \$10.00 for use of the Internet EZ Quote Web Site. Complete the below Authorization for payment of the monthly license fee of \$10.00. **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. _____

Agent hereby authorizes Internet EZ Quote to instruct Agent's bank/savings institution identified above ("Depository") to initiate debit entries to Agent's account identified above, and to debit the same from such account, for payment of license fees incurred by Agent 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 Agent of Agent'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 Sublicense

- The Internet EZ Quote Web Site (hereafter "Site") is an interactive group and individual information management tool designed for the health insurance industry. Internet EZ Quote, Inc. owns and has all rights in and to the intellectual property, including without limitation any and all copyrights, trade secrets, patents and trademarks, associated with the Site.
- Area Marketing Director (hereafter "AMD") is an authorized Licensee of Internet EZ Quote, Inc. and has the right to grant access to the Site to insurance agents and agencies of AMD's choosing, and to health insurance groups (and the individual insureds that belong to such groups) and other individual insureds that are associated with such agents and agencies.
- Pursuant thereto, and subject to the terms and conditions of this Internet EZ Quote Web Site Access/Sublicense Agreement (hereafter "Agreement"), AMD grants Agent/Agency (hereafter "Agent") a non-exclusive right to use the Site for the term of this Agreement. AMD further grants Agent the non-exclusive right to grant access to the Site to such health insurance groups and the individual insureds as Agent desires. In no event shall this Agreement be construed as conferring upon Agent the right to grant to individuals or entities, other than such health insurance groups and individual insureds, the right to gain access to the Site.
- The initial fee for Agent to access the Site is \$ _____, payable to AMD upon the execution of this Agreement.
- There is a monthly license fee of \$10.00 per month payable to

- Internet EZ Quote, Inc. Such monthly license fee shall be paid to Internet EZ Quote, Inc. by means of monthly bank account drafts. Agent hereby authorizes Internet EZ Quote, Inc. to electronically withdraw payment from Agent's bank account identified above for license fees as authorized in this Agreement. Internet EZ Quote, Inc. is authorized to withdraw payment equal only to the license fees due hereunder each month. Agent agrees to pay a \$20.00 service fee in the event such a withdrawal is declined. Agent has the right to have the amount of any erroneous withdrawal deposited into Agent's account as soon as reasonably possible and upon proper notification to Internet EZ Quote, Inc. Agent shall hold Internet EZ Quote, Inc. harmless from all special or consequential damages, whether direct or indirect, resulting from any wrongful or erroneous debit to Agent's account. Agent agrees that Internet EZ Quote has the right to adjust the amount of the monthly license fee at its discretion.
- Agent agree that Internet EZ Quote, Inc. owns all of the intellectual property rights in the Site, including without limitation all copyrights, trade secrets, patents, and trademarks, and that such ownership shall remain vested in Internet EZ Quote, Inc. Agent will copy, decompile, reverse engineer, modify or reproduce the Site in any way. Agent agrees to promptly notify AMD and/or Internet EZ Quote, Inc. of any circumstance of which it has knowledge relating to any unauthorized use or copying of the Site.
 - Agent understands and agrees that its access, as well as the access of its health insurance groups (including the individual insureds that belong to such groups and their respective employers) and individual insureds, to

the Site is controlled by access codes. Agent agrees at all times to maintain the confidentiality of such codes and agrees that its right to access the Site may be terminated in the event it fails to adequately maintain the confidentiality of any such code.

8. Agent understands and agrees that its access and use of the Site, and the access and use of the Site by its health insurance groups and individual insureds, shall be governed by the Site's Terms of Use. The said Terms of Use shall be accessible by hyperlink at the Site and may be modified from time to time at the discretion of Internet EZ Quote, Inc. Such Terms of Use, as they currently exist or as modified by Internet EZ Quote, Inc. are hereby incorporated into and made a part of this Agreement. All individuals and entities who access and/or use the Site shall agree to the Terms of Use when registering at the Site.

9. Agent acknowledges that AMD shall have access to the information placed and stored on the Site by Agent and those groups, individuals and entities to whom Agent grants access to the Site. Agent further acknowledges that such access by AMD is necessary to insure the proper operation and function of the Site and to enable AMD to assist Agent in Agent's use and interaction with the various features of the Site. Likewise, Agent shall have access to all information placed and stored on the Site by the groups, individuals and entities to whom it grants access to the Site. AMD 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 to insure the proper operation and function of the Site and to enable AMD to assist Agent in Agent's use and interaction with the various features of the Site. AMD acknowledges and agrees that any violation of this covenant of confidentiality may, at Agent's option, result in the immediate termination of this Agreement and may expose AMD to civil and/or criminal liability. This agreement of confidentiality shall survive the termination of this Agreement.

10. This Agreement commences upon acceptance by Internet EZ Quote, Inc. will remain in effect until terminated by Agent or Internet EZ Quote, Inc. Agent may terminate this Agreement, for any reason, upon 60 days prior written notice to Internet EZ Quote, Inc., 3758 N. Yellowstone Highway, Idaho Falls, Idaho 83401. Upon the breach of any of these

Terms and Conditions by either party (including the non-payment of any fees by Agent) the other party may terminate this Agreement immediately. To effect immediate termination, the party alleging breach must provide written notice of the same to the other party and to Internet EZ Quote, Inc. Such written notice shall contain the names, addresses and telephone numbers of the parties, and, if breach is alleged, the facts and circumstances of such alleged breach. Access to the Site may be terminated by Internet EZ Quote, Inc. as provided in the Site Terms of Use or upon Agent's failure to pay the license fees described herein. Upon termination, Agent and those individuals and entities to whom Agent has granted access to the Site shall be denied access to the Site.

11. Waiver by Internet EZ Quote, Inc. can be affected only in writing by an authorized officer of Internet EZ Quote, Inc. Internet EZ Quote, Inc.'s waiver of any particular breach by Agent shall not affect or impair Internet EZ Quote, Inc.'s rights with respect to any subsequent breach. Nor shall any delay or omission by Internet EZ Quote, Inc. to exercise any right arising from a breach affect or impair Internet EZ Quote, Inc.'s rights as to that or any subsequent breach. 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.

12. 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.

13. 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 shall 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.

Signature

Agent/Agency verifies that he/she/it has read and understands all of the above Terms and Conditions of this Agreement and Agrees to be bound thereby. Agent/Agency understands and agrees that this Agreement will remain in effect until terminated as provided herein.

Agent/Agency: _____ Date: _____

By: _____ Title: _____

Print Name: _____

Area Marketing Director: Mail the original of this Agreement to Internet EZ Quote within ten (10) days of the date of this Agreement. Please remember to make copies for your records and for the Agent/Agency.