

PLANSURITY DIRECTORIES, LLC

DIRECTORY LISTING SERVICES AGREEMENT

This Directory Listing Services Agreement (this “Agreement”) is entered into by and between you as Practitioner (“Contracting Practitioner”) and PlanSurety Directories, LLC, a Delaware limited liability company (“PlanSurety Directories”). Each of PlanSurety Directories and Contracting Practitioner is individually referred to herein as a “Party”, and, collectively, referred to herein as the “Parties”. Capitalized terms used in this Agreement but not defined upon their first usage, shall have the respective meanings given to them in Article VIII.

RECITALS

WHEREAS, PlanSurety Directories is in the business of (i) compiling and publishing, for a fee, one or more proprietary Internet-based directories (together, the “PlanSurety Directory”) of individual dentists operating Dental Practices and Group Dental Practices (collectively, “Practitioners”) that meet certain qualifications set by PlanSurety Directories from time to time in its discretion for listing thereat (those Practitioners, “Listed Practitioners”) and seek to enhance their opportunities to obtain business from: (1) Plan Sponsors seeking to recruit Practitioners in connection with their establishment, implementation and/or administration of Self-Funded Plans (“Self-Funded Persons”), (2) Persons seeking to recruit Practitioners in connection with their establishment, implementation and/or administration of Non-Employment Based Plans (“State Regulated Persons”), and (3) individuals seeking to enter into Direct Contracts with Practitioners (“Direct Contracting Persons”); (ii) selling subscriptions to the PlanSurety Directory, for a fee, to any or all Self-Funded Persons, State Regulated Persons and Direct Contracting Persons (together, “Subscribers”), with a right to access to the PlanSurety Directory for the benefit of Covered Persons under their respective Dental Plans or Direct Contracts; and (iii) operating the PlanSurety Website, *inter alia*, in furtherance of said businesses (collectively, the “PlanSurety Directories Business”);

WHEREAS, Contracting Practitioner is a Practitioner Person and wishes to receive Listing Services in order to facilitate its recruitment as Provider by Subscribers;

WHEREAS, Contracting Practitioner acknowledges that the success of the PlanSurety Directories Business is dependent on PlanSurety Directories’ ability to generate, maintain, nurture and protect the goodwill of the PlanSurety Directories IP, including, without limitation, PlanSurety Directory;

WHEREAS, Contracting Practitioner hereby also acknowledges that the PlanSurety Directories Business will be, in part, impacted by the quality and accuracy of the information provided by it in connection with the delivery of Listing Services, its track record and benchmarks attained in performing under the terms of Provider Agreements, and the accuracy of its representations and warranties and the performance of its covenants in this Agreement and each Ancillary Document; and

WHEREAS, in reliance of Contracting Practitioner’s representations, covenants and acknowledgments in this Agreement, PlanSurety Directories is willing to provide Listing Services to Contracting Practitioner, in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set

forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I
Conditions to Delivery of Listing Services; Term; Renewal

1.1 No Automatic Obligation. PlanSurity Directories' obligation to provide Listing Services under this Agreement shall not be automatic upon its execution and/or acceptance online of this Agreement but shall be contingent on Contracting Practitioner's submission of all Listing Materials, Contracting Practitioner meeting the minimum listing standards set by PlanSurity Directories for such purposes, as in effect at any time, and the payment of any amounts due to PlanSurity Directories hereunder from time to time.

1.2 Submission and Payment. Concurrently with its execution and/or acceptance online and delivery of this Agreement via the PlanSurity Website, Contracting Practitioner has delivered to PlanSurity Directories for its review and acceptance a duly completed and executed and/or accepted online counterpart of the Initial Listing Application. Contracting Practitioner shall also deliver to PlanSurity Directories for review and acceptance all other Initial Listing Materials as promptly as practicable thereafter via the PlanSurity Website. Prior to or concurrently with Contracting Practitioner's execution and/or acceptance online of this Agreement, PlanSurity Directories has received, or no later than the date Contracting Practitioner completes its submission of all Initial Listing Materials, Contracting Practitioner, or another Person on its behalf and for its benefit, shall have remitted to PlanSurity Directories an amount equal to the portion of Listing Services Fees required to be paid, if any, in advance of its consideration of its Initial Listing Application, as posted in the PlanSurity Website on the date hereof or as otherwise agreed to by the Parties.

1.3 Initial Acceptance or Rejection. (a) Provided PlanSurity Directories believes in good faith that Contracting Practitioner meets the minimum listing standards set by PlanSurity Directories, in its discretion, for the receipt of Listing Services, the Initial Listing Materials shall be deemed to have been accepted by PlanSurity Directories on the earlier of (i) the thirtieth (30th) day following the day Contracting Practitioner submitted to PlanSurity Directories a complete set (duly executed and/or accepted online and/or certified as applicable) of the Initial Listing Materials; or (ii) the date PlanSurity Directories shall give Contracting Practitioner an Acceptance Notice. If, in the discretion of PlanSurity Directories, Contracting Practitioner does not meet such minimum standards, within that thirty (30th) day period PlanSurity Directories shall give Contracting Practitioner a Rejection Notice, and this Agreement shall terminate automatically as of the date the Rejection Notice is given (the period between the date hereof and, if an Acceptance Notice is given, the Effective Date, and if a Rejection Notice is given, the date of such Rejection Notice, the "Preliminary Term").

(b) The acquiescence by PlanSurity Directories to provide Listing Services under this Agreement for the Initial Term, by delivery of an Acceptance Notice or otherwise, shall not be deemed to constitute an admission by PlanSurity Directories that Contracting Practitioner has in fact met the conditions for subscription set forth in Section 1.3(a) or a waiver of such conditions or the rights of PlanSurity Directories in respect of breaches of this Agreement by Contracting Practitioner.

1.4 Term. This Agreement shall remain in effect from the date hereof until the end of the Initial Term, unless terminated during the Preliminary Term by reason of the delivery of a Rejection

Notice, or during the Initial Term pursuant to the provisions of Article III. The Initial Term may be renewed for successive Renewal Terms provided Contracting Practitioner complies with the conditions for such renewal set forth in this Article I.

1.5 Conditions for Renewal. The renewal of this Agreement for any one Renewal Term shall be subject to the satisfaction and fulfillment by Contracting Practitioner of the following conditions: (i) this Agreement shall not have been the object of early termination or allowed to expire prior to the commencement of such Renewal Term; (ii) Contracting Practitioner shall have performed and complied with all of its covenants and obligations and honored its acknowledgments under this Agreement, and the representations and warranties of Contracting Practitioner in this Agreement shall continue to be true and correct in all respects through and as of the commencement of such Renewal Term; (iii) Contracting Practitioner shall have submitted a Renewal Subscription Application and all other Renewal Materials required by PlanSurety Directories to be submitted to it for review and acceptance as conditions to the commencement of such Renewal Term, in each case, in the manner contemplated herein; (iv) Contracting Practitioner, or another Person on its behalf and for its benefit, shall have remitted to PlanSurety Directories an amount equal to the portion of Listing Services Fees required to be paid, if any, in advance of its consideration of its Renewal Listing Application, as posted in the PlanSurety Website as per the provisions of Section 1.6(a)(iii); and (v) in the discretion of PlanSurety Directories, Contracting Practitioner shall have met the minimum listing standards then set by PlanSurety Directories for the renewal of this Agreement for said Renewal Term; and therefore, PlanSurety Directories shall not have delivered to Contracting Practitioner a Rejection Notice in respect of its Renewal Listing Application.

1.6 Renewal Submissions and Payment. (a) At least sixty (60) days prior to the expiration of the Initial Term and any subsequent Renewal Term, PlanSurety Directories shall post in the PlanSurety Website a (i) Renewal Listing Application applicable for the next Renewal Term; (ii) list of all Renewal Materials required by PlanSurety Directories to be submitted to it for review and acceptance as a conditions to the commencement of such Renewal Term; and (iii) disclosure of the amount of Listing Services Fees payable in respect of the delivery of Listing Services in such Renewal Term, and the portion thereof, if any, required by PlanSurety Directories to be paid in advance of its consideration of the Renewal Listing Application.

(b) If Contracting Practitioner wishes to renew this Agreement, no later than thirty (30) days prior to the expiration of the Initial Term or subsequent Renewal Term, as the case may be, (i) Contracting Practitioner shall (1) complete and execute and/or accept online the applicable Renewal Subscription Application, and (2) deliver online to PlanSurety Directories all other Renewal Materials required by PlanSurety Directories to be submitted to it for review and acceptance as conditions to the commencement of such Renewal Term; and (ii) Contracting Practitioner, or another Person on its behalf and for its benefit, shall remit to PlanSurety Directories, an amount equal to the portion of Listing Services Fees required to be paid, if any, in advance of its consideration of its Renewal Listing Application as posted in the PlanSurety Website as per the provisions of Section 1.6(a)(iii).

1.7 Renewal Acceptance or Rejection. (a) Provided PlanSurety Directories believes in good faith that Contracting Practitioner meets the minimum listing standards set by PlanSurety Directories, in its discretion, for the receipt of Listing Services, the Renewal Materials shall be deemed to have been accepted by PlanSurety Directories on the earlier of (i) the thirtieth (30th) day following the day Contracting Practitioner submitted to PlanSurety Directories a complete set (duly executed and/or accepted online and/or certified as applicable) of the Renewal Materials, or (ii) the date PlanSurety Directories shall

give Contracting Practitioner an Acceptance Notice. If in the discretion of PlanSurety Directories, Contracting Practitioner does not meet such minimum standards, within that thirty (30th) day period PlanSurety Directories shall give Contracting Practitioner a Rejection Notice, and this Agreement shall expire automatically at the end of the Initial Term or then current Renewal Term, as the case may be.

(b) The acquiescence by PlanSurety Directories to the renewal of this Agreement for any Renewal Term, by delivery of an Acceptance Notice or otherwise, shall not be deemed to constitute an admission by PlanSurety Directories that Contracting Practitioner has in fact met the conditions for such renewal set forth in Section 1.5, or a waiver of such conditions or the rights of PlanSurety Directories in respect of breaches of this Agreement by Contracting Practitioner.

1.8 Decision Notices. Notices by PlanSurety Directories with respect to an Application shall be given by electronic correspondence to the electronic mail address of Contracting Practitioner provided by it in its last submitted Application on file. In the event an Application submitted in respect of the Initial Term or a Renewal Term is rejected, a refund shall be given to the Person who underwrote the corresponding Listing Services Fees for such portion of the Term. Such refund shall be given within thirty (30) days of the delivery by PlanSurety Directories to Contracting Practitioner of the applicable Rejection Notice, unless otherwise agreed by PlanSurety Directories with such Person.

1.9 Conditions for Evaluation; Verification Rights. (a) Submission of all Listing Materials shall be effected by Contracting Practitioner electronically via the PlanSurety Website. No other method of submission shall be permitted by PlanSurety Directories. No Listing Materials will be deemed by PlanSurety Directories to be duly submitted to it unless and until the applicable Listing Services Fees has been paid as provided herein.

(b) PlanSurety Directories shall not review for acceptance any submitted Listing Materials until and unless all Listing Materials have been submitted to it as aforesaid and the same are complete in all respects. It is Contracting Practitioner's responsibility to verify online at the PlanSurety Website whether or not all its Listing Materials have been received and are deemed by PlanSurety Directories to be complete.

(c) Nothing herein shall be interpreted as limiting the ability of PlanSurety Directories to make, in its sole discretion (but without a duty to do so), additional and independent inquiries about or to Contracting Practitioner in respect of Listing Materials submitted by or in respect of it, including inquiries to any matters disclosed by Contracting Practitioner in an Application to verify or that constitute exceptions to the accuracy of the representations and warranties of Contracting Practitioner in Article III, including, without limitation, with the National Practitioner Data Bank, and in connection therewith, to extend the terms provided in this Article I for its determination of whether Contracting Practitioner meets its minimum listing standards.

1.10. Methods for Payment of Listing Services Fees. Payment of Listing Services Fees for the Initial Term or any Renewal Term shall be made in full on, or in periodic installments, as determined by PlanSurety Directories and posted in the PlanSurety Website on the date hereof with respect to the Initial Term, and with respect to any Renewal Term, as posted in the PlanSurety Website as per the provisions of Section 1.6(a)(iii), and shall be delivered via such methods accepted by PlanSurety Directories from time to time, including, without limitation, payment online via credit or debit card. Except as provided in Section 1.8 and Article III below, Listing Services Fees or portions thereof, once paid, shall be non-

refundable.

1.11 Group Dental Practices: Special Provisions. (a) A Group Dental Practice may apply for the receipt or continued receipt of Listing Services on the same terms and conditions applicable to individuals; it being understood however, that (i) a Group Dental Practice wishing to do so must cause each individual dentist in its Dental Practice (whether or not an owner, an employee or an independent contractor of the Group Dental Practice) to compile and execute and/or accept online, for delivery by the Group Dental Practice to PlanSurety Directories on its behalf, all applicable Listing Materials that would be required of such dentist if it were submitting an Application in respect of his or her individual Dental Practice; and (ii) that each representation, warranty, covenant and acknowledgment made or obligation incurred by the Group Dental Practice in any applicable Listing Materials (1) shall be deemed made or incurred by the Group Dental Practice with respect to itself and with respect to each one of the dentists in the Group Dental Practice, and (2) shall have the same effect as to the Group Dental Practice as it would have as to such individual dentist if it were directly making such representation, warranty, covenant and acknowledgment or incurring such obligation. By its submission of Listing Materials for review and acceptance by PlanSurety Directories, a Group Dental Practice is covenanting to PlanSurety Directories that it shall cause each dentist in its Dental Practice to comply with all terms and conditions of this Agreement and is accepting to be liable for breach of this Agreement caused by acts or omissions of or attributable to any such dentist, including, without limitation, the breach of any representation or warranty attributed to have been made by or with respect to such dentist. In the event a Group Dental Practice's Application is rejected as herein contemplated, a credit shall be given to the Person who underwrote said Listing Services Fees within thirty (30) days of the delivery by PlanSurety Directories to the Group Dental Practice of the applicable Rejection Notice, unless otherwise agreed by PlanSurety Directories with such Person.

(b) PlanSurety Directories reserves the right, but is under no obligation, to provide or agree to continue to provide Listing Services to a Group Dental Practice in any Term while declining to provide them to any individual dentist in that Group Dental Practice. Any such rejection shall be set forth in a Rejection Notice given to the Group Dental Practice in respect of such individual dentist. In the event of a rejection of one or more such dentists, Listing Services Fees in respect of the delivery of Listing Services to said Group Dental Practice in such Term shall be adjusted to reflect the reduction in the number of dentists in the Group Dental Practice who will be provided Listing Services. A credit in the amount of the adjustment shall be given to the Person who underwrote said Listing Services Fees within thirty (30) days of the delivery by PlanSurety Directories to the Group Dental Practice of the applicable Rejection Notice, unless otherwise agreed by PlanSurety Directories with such Person.

Article II

The Listing Services

2.1 Scope. (a) Effective on the Acceptance Date and until the expiration or early termination of the Term, in accordance with the provisions of this Agreement and to the extent permitted by applicable Law, PlanSurety Directories shall deliver the following services (the "Listing Services") to Contracting Practitioner in furtherance of its recruitment as Provider:

- (i) Listing in the PlanSurety Directory with such information therein about it, its location, qualifications, and range of acceptable engagement terms, as uploaded by it or on its behalf into the PlanSurety Website and made available upon request

therefor by Subscription Users pursuant to selection parameters set through their use of the PlanSurety Website (1) in the case of Subscribers, for its recruitment as Provider (based on Priority Listing, if under a Qualified Dental Plan), and (2) in the case of Covered Persons under Subscribers' Dental Plans, for its selection and substitution as Provider and, if applicable, Lead Provider, in all cases, on an individual and confidential basis;

- (i) Marketing the PlanSurety Directory to Self-Funded Persons, State Regulated Persons and Direct Contracting Persons the tool of choice to subscribe to for facilitating their recruitment of Providers, and the selection by those they intend to be Covered Persons under their Dental Plans and Direct Contracts of a Provider, and if applicable, a Lead Provider; and
- (ii) The granting of a limited, revocable, non-transferable and royalty-free license to Contracting Practitioner to use certain PlanSurety Directories IP (which will exclude, *inter alia*, the PlanSurety Directories Trademarks), to the extent available at the time of access and use, and as updated or modified, and subject to those restrictions imposed by, PlanSurety Directories from time to time in its sole discretion, for the sole and exclusive purpose of facilitating (1) its recruitment by Subscribers as Provider and its selection by Covered Persons under Subscribers' Dental Plans and Direct Contracts as a Provider, and if applicable, a Lead Provider, as contemplated in Section 2.1(a)(i), and (2) the management of certain aspects of the prospective and on-going relationships of Contracting Practitioner with Subscription Users, as Provider, and if applicable, Lead Provider, in each case, in accordance with the terms of a license agreement found and required to be acknowledged by Contracting Practitioner under the heading "PlanSurety Directories Intellectual Property License" in the PlanSurety Website (the "PlanSurety Directories License" and the PlanSurety Directories IP licensed thereunder, the "PlanSurety Directories Licensed IP").

(b) Notwithstanding anything in this Agreement or any Ancillary Document to the contrary, the term "Listing Services" does not include, and PlanSurety Directories shall have no responsibility for contracting with, Subscription Users on behalf of any Person.

(c) Contracting Practitioner also acknowledges and accepts that PlanSurety Directories is not guaranteeing that PlanSurety Directories will have, and nothing herein shall be deemed to require PlanSurety Directories to seek out to have, contractual relationships with every class of Persons that could become Subscribers, or succeed in contracting with or to continue to have contractual relationships with a specific class or number of them. However, in connection with its submission of an Application, PlanSurety Directories may in its discretion disclose to Contracting Practitioner the classes, number and geographic distribution of Persons have are Subscribers as of the time of its submission of such Application.

2.2 Standard of Performance. (a) PlanSurety Directories shall only be required to use commercially reasonable efforts to provide Listing Services. No service levels, requirements or specifications shall be deemed applicable to Listing Services or their delivery.

(b) PlanSurety Directories shall perform the Listing Services in a diligent and workmanlike manner in accordance with this Agreement. Contracting Practitioner agrees that Listing Services need not be rendered by PlanSurety Directories at any specific location and may be rendered at any location or locations reasonably selected by PlanSurety Directories.

(c) If Contracting Practitioner is a Provider under a Subscriber's Dental Plan that is operational and, pursuant requirements of applicable Law, any individual that as of the date of the expiration or early termination of the Term was a Covered Person under such Subscriber's Dental Plan must continue to be offered Dental Services thereunder by Contracting Practitioner for a certain period of time beyond such date, PlanSurety Directories shall only be required to continue to provide Listing Services if required by applicable Law, on an "as needed basis" basis and with respect to any such Covered Person only, and then only until the end of the period such Covered Person is required by Subscriber's Dental Plan or applicable Law to receive Dental Services from Contracting Practitioner under Subscriber's Dental Plan (such period, a Wind-Down Period"), subject to continued payment of Listing Services Fees and performance by Contracting Practitioner of obligations that would have been applicable during such Wind-Down Period pursuant to the provisions of this Agreement had the Term not ended.

2.3 Information Systems and Intellectual Property Rights. (a) All information and other systems, hardware or software utilized or developed by PlanSurety Directories in connection with the provision of Listing Services shall remain the sole and exclusive property of PlanSurety Directories, its Affiliates, licensors, contractors and/or subcontractors, as applicable, subject only to the PlanSurety Directories License and any other any other access rights and licenses to other intellectual property in favor of Contracting Practitioner during a Term or Wind-Down Period. While Contracting Practitioner may be granted under the PlanSurety Directories License a non-exclusive right to use PlanSurety Directories Licensed IP, such right or limited access and use license, if granted and in effect, shall be limited to the extent necessary for delivery and performance of PlanSurety Directories' duties under this Agreement. Upon termination or expiration of this Agreement, including any applicable Wind-Down Period, its use of any and all such intellectual property shall cease, and Contracting Practitioner shall return to PlanSurety Directories any materials and documents in its possession related thereto or provided by PlanSurety Directories or downloaded by any of them from any source (other than copies of this Agreement, Ancillary Documents and correspondence with PlanSurety Directories to be kept for archival purposes).

(b) Without prejudice to the foregoing or the grant of the PlanSurety Directories License, Contracting Practitioner expressly acknowledges that PlanSurety Directories owns and will continue to own all right, title and interest in and to the PlanSurety Directories IP, including the PlanSurety Directory, and that this Agreement does not grant it any title, rights or interest or right to use any intellectual property of any Affiliates of PlanSurety Directories.

(c) The provisions of this Section 2.3 are intended to be supplementary to, and not in substitution of, the provisions of the PlanSurety Directories License.

2.4 NO EXPRESS OR IMPLIED WARRANTIES. CONTRACTING PRACTITIONER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT IN FAVOR OF CONTRACTING PRACTITIONER, NEITHER PLANSURTY DIRECTORIES, NOR ANY AFFILIATE OR SUBCONTRACTOR OF PLANSURTY DIRECTORIES IS MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR

IMPLIED, WITH RESPECT TO ANY LISTING SERVICES OR ANY OTHER MATTER RELATING TO THIS AGREEMENT OR ANY TRANSACTIONS OR VOLUME OF TRANSACTIONS WHICH MAY BE ENTERED INTO BY CONTRACTING PRACTITIONER WITH THIRD PARTIES, INCLUDING SUBSCRIPTION USERS AS A RESULT OF THIS AGREEMENT OR THE DELIVERY OF LISTING SERVICES, OR THE NUMBER, CLASSES, DISTRIBUTION, CREDENTIALS OR WORTHINESS OF PERSONS THAT MAY CONTRACT WITH PLANSURITY DIRECTORIES TO BECOME OR REMAIN UNDER CONTRACT WITH PLANSURITY DIRECTORIES AS SUBSCRIBERS AT ANY TIME, OR THAT MAY BE AVAILABLE FOR CONTRACTING WITH CONTRACTING PRACTITIONER IN PARTICULAR GEOGRAPHIC AREAS, AND PLANSURITY DIRECTORIES, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES AND SUBCONTRACTORS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IN CONNECTION THEREWITH. THE PROVISIONS OF THIS SECTION 2.4 ARE INTENDED TO BE SUPPLEMENTARY TO AND NOT IN SUBSTITUTION OF THE PROVISIONS OF ANY ANCILLARY DOCUMENTS.

2.5 Right to Use Third Parties. PlanSurity Directories shall have the unfettered right and prerogative to employ or subcontract any Person for the performance of its obligation to provide any or all Listing Services.

2.6 Force Majeure. In the event PlanSurity Directories (acting directly or through a subcontractor) shall be prevented from performing any of its obligations to deliver Listing Services under this Agreement because of a Force Majeure Event, then PlanSurity Directories shall be excused from performing any such obligations until such time the Force Majeure Event in question is no longer preventing such performance.

2.7 EXCLUSION OF AND MAXIMUM LIABILITY. (A) IN NO EVENT SHALL PLANSURITY DIRECTORIES BE LIABLE TO CONTRACTING PRACTITIONER OR OTHER PERSON CLAIMING UNDER THIS AGREEMENT, FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST INCOME OR LOST REVENUE, OR FOR INCIDENTAL DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO PLANSURITY DIRECTORIES' PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY ANCILLARY DOCUMENT.

(B) WITHOUT PREJUDICE TO THE FOREGOING, THE MAXIMUM LIABILITY OF PLANSURITY DIRECTORIES ON ACCOUNT OF ITS DELIVERY OR NON-DELIVERY OF LISTING SERVICES, OR OTHER PERFORMANCE OR NON-PERFORMANCE BY PLANSURITY DIRECTORIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, TO ANY AND ALL CLAIMANTS, IN THE AGGREGATE, UNDER THIS AGREEMENT, WHETHER ON A THEORY OF BREACH OF CONTRACT, TORTS OR STRICT LIABILITY, SHALL NOT EXCEED, IN THE AGGREGATE, TWO TIMES THE AMOUNT OF THE LISTING SERVICES FEES PAID WITH RESPECT TO THE PORTION OF THE TERM IN PROGRESS AT THE TIME THE LIABILITY WAS INCURRED; PROVIDED, HOWEVER, THAT THE LOWER CEILING SET FORTH IN THE PLANSURITY DIRECTORIES LICENSE SHALL APPLY IN THE CASE OF CLAIMS ARISING IN FULL OR IN PART UNDER, RELATED TO OR BY REASON OF A CLAIMANT'S RELIANCE ON THE PLANSURITY DIRECTORIES LICENSE.

(C) CONTRACTING PRACTITIONER ACKNOWLEDGES THAT EACH OF THE LIMITATION OF (I) THE PERMISSIBLE CATEGORIES OF DAMAGES THAT MAY BE CLAIMED AGAINST, AND (II) THE MAXIMUM AMOUNT OF DAMAGES PAYABLE BY PLANSURITY DIRECTORIES, IN EACH CASE, IN RESPECT OF LOSSES INCURRED ON ACCOUNT OF PLANSURITY DIRECTORIES' DELIVERY OR NON-DELIVERY OF SUBSCRIPTION SERVICES, OR OTHER PERFORMANCE OR NON-PERFORMANCE BY PLANSURITY DIRECTORIES UNDER OR IN CONNECTION WITH THIS AGREEMENT, IS REASONABLE, BEARS A REASONABLE RELATIONSHIP, AND IS NOT PLAINLY OR GROSSLY DISPROPORTIONATE TO, THE MAXIMUM PROBABLE LOSS LIKELY TO BE INCURRED ON ACCOUNT THEREOF, AND WAS A MATERIAL CONSIDERATION AND INDUCEMENT FOR THE PRICING AND SCOPE OF SERVICES OFFERED TO BE RENDERED BY PLANSURITY DIRECTORIES UNDER THIS AGREEMENT. CONTRACTING PRACTITIONER ALSO ACKNOWLEDGES THAT IT IS A SOPHISTICATED BUSINESS PERSON, HAS BEEN AFFORDED THE OPPORTUNITY OF BEING REPRESENTED BY SOPHISTICATED AND ABLE LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SECTION 2.7 HAVE BEEN NEGOTIATED AT ARM'S LENGTH.

(D) CONTRACTING PRACTITIONER ACKNOWLEDGES AND AGREES THAT UPON INDEFEASIBLE PAYMENT BY OR FOR THE BENEFIT OF PLANSURITY DIRECTORIES OF PROVEN DAMAGES, OR IN SETTLEMENT OF CLAIMS, IN AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT SET FORTH IN THIS SECTION 2.7, PLANSURITY DIRECTORIES SHALL BE RELEASED FROM ANY FURTHER LIABILITY FOR DAMAGES ON ACCOUNT OF ITS DELIVERY OR NON-DELIVERY OF DESIGN SERVICES, OR OTHER PERFORMANCE OR NON-PERFORMANCE UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(E) THE PROVISIONS OF THIS SECTION 2.7 SHALL BE APPLICABLE TO ANY BREACHES OF DATA SECURITY OR THE PRIVACY OF DATA.

2.8 Other Services; No Exclusivity. Nothing in this Agreement shall be construed as obligating PlanSurity Directories or its Affiliates to deliver any services not expressly described in Section 2.1(a). The delivery by PlanSurity Directories or its Affiliates of services to Contracting Practitioner pursuant to other agreements and their rights and obligations thereunder shall be exclusively governed by the terms of those agreements and the performance or non-performance by a party thereunder shall not be cause for the early termination of this Agreement, except as expressly contemplated in Article III. Nothing in this Agreement shall require or be construed to require the establishment of an exclusive relationship. Subject to the terms of this Agreement and the Ancillary Documents, including, without limitation, the provisions of Section 7.1 and 7.2, PlanSurity Directories, its Affiliates and Contracting Practitioner may each contract with each or any of them and with others in their sole and absolute discretion for any purpose.

Article III Early Termination

3.1 Termination without Cause. (a) During the Term, if the terminating Party is not then in default under this Agreement, this Agreement may be terminated (without prejudice to the provisions of Section 2.2(c)) by Contracting Practitioner, or by PlanSurity Directories, without cause, by written notice from the terminating Party to the non-terminating Party given in writing. Subject to the foregoing, any such notice shall be effective within thirty (30) days of having been given.

(b) If this Agreement is terminated by Contracting Practitioner pursuant to the provisions of Section 3.1(a), (i) no Person shall have any right to receive a refund, in full or in part, of any Listing Services Fees or other amount previously paid to PlanSurety Directories in respect of Listing Services, past, present or future; and (ii) in the event any portion of Listing Services Fees is at any time payable in installments and an installment payment has been accrued prior to the giving of such notice but remains unpaid, or will be accrued after the giving of such notice but before its effectiveness, Contracting Practitioner shall pay to PlanSurety Directories such installment prior to the effectiveness of such termination, as a condition of its effectiveness.

(c) If this Agreement is terminated by PlanSurety Directories pursuant to the provisions of Section 3.1(a), either (i) a refund of any Listing Services Fees paid in full in respect of the Initial Term or Renewal Term then in progress, as the case may be, shall be issued to Contracting Practitioner or other Person who underwrote said Listing Services Fees within thirty (30) days of the effectiveness of the applicable termination notice in accordance with the provisions of the next sentence; or (ii) in the event any portion of Listing Services Fees in respect of the Initial Term or Renewal Term then in progress is payable in installments and an installment payment is due after the giving of such notice, but before the effective date of termination, neither Contracting Practitioner nor another Person shall be required to pay such installment. Unless otherwise agreed by PlanSurety Directories with Contracting Practitioner or such other Person, the refund contemplated in Section 3.1(c)(i) shall be equal to said Listing Services Fees multiplied by a fraction the numerator of which shall be the number of months that would have been left, after the effective date of such termination, in the Initial Term or Renewal Term then in progress (up to a maximum of twelve (12) months), and the denominator of which shall be the number twelve (12).

3.2 Termination for Regulatory Reasons. (a) This Agreement may be terminated (i) by either Party by written notice to the other Party in the event that, based on a legal opinion of competent counsel with specific expertise on the matter addressed to the Parties (which must accompany the notice), such Party has determined that, by reason of a change in applicable Law, its continued performance under this Agreement would cause it to be in material violation of, or incur material liability under, applicable Law or this Agreement which may not be cured with the exercise of reasonable diligence by it or without material adverse financial impact to it; or (ii) by PlanSurety Directories by written notice to Contracting Practitioner in the event that, based on a legal opinion of competent counsel with specific expertise on the matter addressed to the Parties (which must accompany the notice), PlanSurety Directories has determined that by reason of a change in Law, its performance under this Agreement causes it to become subject to licensing, registration or filing requirements under any Laws governing Dental Plans or Direct Contracts, regardless of the cost or lack of cost of compliance with those Laws. Any such notice by either Party shall be given at least (15) fifteen days prior to the intended effective date of such termination, unless an earlier effectiveness date is required by reason of applicable Law.

(b) If this Agreement is terminated by Contracting Practitioner pursuant to the provisions of Section 3.2(a), no Person shall have any right to receive a refund, in full or in part, of any Listing Services Fees or other amount previously paid to PlanSurety Directories in respect of Listing Services, past, present or future. In addition, in the event any portion of Listing Services Fees is at any time payable in installments and an installment payment has been accrued prior to the giving of such notice but remains unpaid, or will be accrued after the giving of such notice but before its effectiveness, to the extent not prohibited by applicable Law, Contracting Practitioner shall pay to PlanSurety Directories, such installment prior to the effectiveness of such termination, as a condition of its effectiveness.

(c) If this Agreement is terminated by PlanSurity Directories pursuant to the provisions of Section 3.2(a), either (i) a refund of any Listing Services Fees paid in full in respect of the Initial Term or Renewal Term then in progress, as the case may be, shall be issued to Contracting Practitioner or other Person who underwrote said Listing Services Fees within thirty (30) days of the effectiveness of the applicable termination notice in accordance with the provisions of the next sentence; or (ii) in the event any portion of Listing Services Fees in respect of the Initial Term or Renewal Term then in progress is payable in installments and an installment payment is due after the giving of such notice, but before the effective date of termination, neither Contracting Practitioner nor another Person shall be required to pay such installment. Unless otherwise agreed by PlanSurity Directories with Contracting Practitioner or such other Person, the refund contemplated in Section 3.2(c)(i) shall be equal to said Listing Services Fees multiplied by a fraction the numerator of which shall be the number of months that would have been left, after the effective date of such termination, in the Initial Term or Renewal Term then in progress (up to a maximum of twelve (12) months), and the denominator of which shall be the number twelve (12).

3.3 Termination for Cause. (a) This Agreement may be terminated effective immediately and without prior notice for cause (without prejudice to the provisions of Section 2.2(c)) by Contracting Practitioner or by PlanSurity Directories, in the event of: a material breach by the non-terminating party of any provision of (i) this Agreement (including the breach of any representation, warranty or covenant or the failure to act or refrain to act consistent with its acknowledgements in this Agreement); or (ii) any Ancillary Document.

(b) If this Agreement is terminated pursuant to the provisions of Section 3.3(a), the terminating party and its Affiliates shall have the right to contemporaneously terminate any other agreements with the non-terminating party or its Affiliates, for cause.

(c) If this Agreement is terminated by Contracting Persons pursuant to the provisions of Section 3.3(a), (i) such termination, if disputed by PlanSurity Directories, shall not be grounds for Contracting Practitioner to withhold, pending resolution of the dispute, payment of any portion of Listing Services Fees, if then payable in installments, accrued for periods prior to the effective date of termination and payment thereof shall be made as and when due; and (ii) the right to damages of Contracting Persons in respect of any such termination shall be limited by the provisions of Section 2.7.

(d) If this Agreement is terminated by PlanSurity Directories pursuant to the provisions of Section 3.3(a), PlanSurity Directories shall be entitled to (i) payment of any portion of Listing Services Fees, if then payable in installments, accrued for periods prior to the effective date of termination; plus (ii) pursue any monetary and non-monetary rights and remedies available to it under this Agreement, applicable Law or equity.

3.4 Automatic Termination. This Agreement shall be deemed automatically terminated immediately and without prior notice (without prejudice to the provisions of Section 2.2(c)) upon the death or declaration of permanent disability of Contracting Practitioner, if an individual (or if Contracting Practitioner is a Group Dental Practice, as to any Practitioner that is an individual in that Group Dental Practice, upon the death or declaration of permanent disability of that Practitioner). If this Agreement is terminated pursuant to the provisions of this Section 3.4, (i) no Person shall have any right to receive a refund, in full or in part, of any Listing Services Fees or other amount previously delivered to PlanSurity Directories in respect of Listing Services, past, present or future and (ii) in the event any portion of Listing Services Fees has been accrued for periods prior to the effective date of termination, but remains unpaid

as of the effective date of termination, payment thereof shall remain an obligation of the estate of Contracting Practitioner, or, in the case of permanent disability, of Contracting Practitioner payable by him or her or through his or her guardian, if any.

3.5 Effects of Expiration or Early Termination; Survival. (a) The expiration or early termination of this Agreement for any reason shall not impair or diminish Contracting Practitioner's obligations (and Contracting Practitioner shall fulfill its obligations) to other Persons related to Contracting Practitioner's Dental Practice, including, without limitation, service obligations to Subscription Users under any Provider Agreements in accordance with their respective terms and any obligations to Subscription Users that are Covered Persons thereunder arising under applicable Law as a result of having established a professional relationship with such Subscription Users.

(b) The provisions of Section 1.10, Section 2.2 (to the extent applicable to a Wind-Down Period), Section 2.3, Section 2.4, Section 2.7, this Article III (to the extent comprising an invoked early termination provision or this Section 3.5), Section 4.1, Section 4.2 and Section 4.3 (to the extent applicable to a Wind-Down Period or related to the exercise of rights or remedies with respect to the breach of this Agreement, including those provisions), Section 4.3(g), Section 4.4, Article V, Article VI, Article VII and Article VIII (to the extent any provision therein refers to another surviving provision of this Agreement) and all liabilities of a Party to another Party prior to the expiration or early termination of this Agreement shall survive such expiration or early termination.

Article IV Representations, Warranties, Covenants and Acknowledgments

4.1. General Representations and Warranties. Contracting Practitioner represents and warrants, as of the date hereof and all periods within the Term (and applicable Wind-Down Period), that:

(a) It has the full power, legal capacity and right to enter into this Agreement and to perform all of its obligations hereunder. This Agreement has been duly executed and/or accepted online and delivered by it. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

(b) Its execution and/or acceptance online and delivery and its performance of its obligations under this Agreement does not and shall not conflict with, or result in a breach or violation of, any agreement to which it is a party or by which any of its assets may be bound.

(c) No consent, authorization, declaration, filing, registration or approval by any Governmental Authority or other Person is necessary for its making, execution and/or acceptance online, delivery or performance of this Agreement.

(d) There is no suit, action, proceeding, arbitration, claim, audit, investigation or proceeding pending before any Governmental Authority against it nor, to the best of its knowledge, has any such suit, action, proceeding, arbitration, claim, audit, investigation or proceeding been threatened against it which could impair the accuracy of its representations in this Agreement, any Ancillary Document, or any Provider Agreement, or its ability to comply with its covenants or perform its

obligations under this Agreement, any Ancillary Document or any Provider Agreement.

(e) To the extent necessary for its execution and/or acceptance online of this Agreement or material to its performance of its obligations hereunder, any Ancillary Documents, or any Provider Agreement, it is in compliance with all applicable Laws, and it possesses all Permits necessary or required for the conduct of its business in the locations where its business is conducted and is in compliance in all material respects with the terms of all of such Permits. No fact exists or event has occurred, and no action or proceeding is pending or, to the best of its knowledge, threatened, that has a reasonable possibility of resulting in a revocation, non-renewal, termination, suspension or other impairment of any such Permits.

(f) It is not at present the subject or object of an act of Insolvency. It has the financial capability to consummate and is financially able to bear the economic risk of consummating the transactions contemplated by this Agreement, including entering and performing under any and all Ancillary Documents and Provider Agreements, in the capacity it enters into it, and the performance of its obligations hereunder or thereunder is not contingent or subject to its obtaining any such financing.

(g) It is not in default of its obligations under any agreement with any Person which default could be reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement, any Ancillary Document or any Provider Agreement.

(h) All Listing Materials submitted by it or on its behalf to PlanSurety Directories are true, complete and correct in all material respects, and do not misstate or omit a fact necessary for any of them not to be misleading.

4.2 Special Representations and Warranties: Healthcare Licensing, Regulatory and Ethical Compliance Matters. Contracting Practitioner also represents and warrants as of the date hereof and as of and as of all periods within the Term, that (except as expressly disclosed to PlanSurety Directories in its Application with respect to events which occurred or failed to occur in the past not having an adverse effect the accuracy of such representations as to any present or future portion of such period):

(a) It is licensed to practice dentistry pursuant to the Laws applicable to it, in the jurisdiction where it has its Dental Practice and (if a different location) in the jurisdiction where it would be acting as a Provider. If it provides a Dental Service that requires it to be registered with the DEA it has duly registered with the DEA for such purposes.

(b) Neither its license to practice dentistry nor, if applicable, its DEA registration, has been and is not currently suspended or revoked and no proceeding has begun or, to the best of its knowledge, is being threatened by or before any Governmental Authority to suspend or revoke such license or registration.

(c) It has never been found to have, it does not have and it may not reasonably be expected to have culpability or liability (or has entered or is currently a party or expects to become a party into an integrity agreement or settlement) with respect to or in connection with (i) any Regulated Health Care Program; or (ii) any Law relating to healthcare or unfair and deceptive trade and business practices in connection with the conduct of a Dental Practice.

(d) It has never been excluded, it is not currently excluded, and it may not reasonably be expected to be excluded, from participating in or receiving payment from or under a Regulated Healthcare Program.

(e) In the event it has participated in the past or participates at present as a provider for a Dental Plan or Direct Contract, it has honored its agreements under such Dental Plan or Direct Contract in all material respects and has not been terminated from any such Dental Plan or Direct Contract for breach of contract or other grounds constituting “cause” thereunder.

(f) It has never been found to have engaged in or been sanctioned for (i) any violation of the ethical and professional standards applicable to the exercise of the dental profession; or (ii) improper conduct with patients of any kind (including sexual harassment or misconduct) by any Governmental Authority or private entity with jurisdiction to make such determinations.

(g) It has never knowingly solicited or received any illegal remuneration (including any kickback, bribe or rebate, but excluding bona fide rebates from manufacturers), directly or indirectly, overtly or covertly, in cash or in kind or offered to pay such illegal remuneration in a Dental Practice in return for (i) referring an individual to another Person for the furnishing or arranging for the furnishing of any item or service for which payment may be made or a discount offered in whole or in part by or under a Regulated Healthcare Program; or (ii) purchasing, leasing or ordering or arranging for or recommending the purchasing, leasing or ordering of any good, facility, service, or item for which payment may be made in whole or in part by or in respect of which a discount may be given under a Regulated Healthcare Program.

(h) It conducts its Dental Practice in compliance with all Laws applicable to its Dental Practice, including Laws that prohibit referrals for Dental Services by providers that have a financial interest in the Person receiving the referral and those generally applicable to Regulated Healthcare Programs.

(i) It has never been charged with or, to the best of its knowledge, been investigated for committing any violation of any Law involving discrimination age, sex, ethnicity, religion, national origin, sexual orientation or gender identity, health status or disability in the conduct of its Dental Practice, which charge has not been completely dismissed or investigation terminated without an adverse adjudication against it.

(j) Whenever it provides Dental Services on a fee for service basis (with or without discounts), it does so on the basis of and charges its patients an amount it reasonably and in good faith believes are not in excess of Usual, Customary and Reasonable Fees (net of any applicable discounts).

(k) Contracting Practitioner is not entering into this Agreement, or agreeing to pay, or causing to be paid on its behalf, the Listing Services Fee for any period in the Term, based on the volume or value, or any commitment regarding the volume or value, of any referrals to or business otherwise generated by any Person for Contracting Practitioner for which payment may be made in whole or in part under a Regulated Healthcare Program.

4.3 Covenants. Contracting Practitioner covenants that at all times and, except in the case of Section 4.3(g), which shall survive indefinitely, until the end or earlier expiration of the Term (and applicable Wind-Down Period):

(a) If any Listing Services Fees are payable in installments, it shall pay or cause to be paid, each such installment as and when due.

(b) It shall provide immediate notice to PlanSurety Directories if any of its representations and warranties in Section 4.1 or Section 4.2 ceases to be true, complete and correct or was not true, complete and correct in any respect, as to a past period, when made or deemed to be made, or if it has engaged in any action or failed to take any action that constitutes a material breach of this Agreement, any Ancillary Document or any Provider Agreement, or constitutes an action or omission that would give PlanSurety Directories with the passage of time, the right to terminate this Agreement under Section 3.3.

(c) It shall conduct its Dental Practice, in compliance with all Laws applicable to it, including, without limitation, professional regulation Laws, and provide PlanSurety Directories copies, at its request, of any reports and filings, or amendments thereto, effected with Governmental Authorities in compliance thereof.

(d) It shall comply with all policies and procedures of PlanSurety Directories of general application to Listed Practitioners, including, without limitation, giving PlanSurety Directories notice at such time during the Initial Term or a Renewal Term that it believes in good faith it will not be able to accept additional patients during such Initial Term or Renewal Term, within sixty (60) of such occurrence, because it has either reached its Stated Capacity or because its Stated Capacity has been reduced subsequent to having given PlanSurety Directories notice thereof in an Application (“Filled Capacity Notice”).

(e) It shall not engage in any action or omit engaging in any action, which action or omission is designed to violate antitrust Laws in the conduct of a Dental Practice, including, without limitation: (i) sharing pricing information with other Listed Practitioners, or Persons acting on their behalf, as it relates to the fees charged by it for the provision of Dental Services to Subscription Users; (ii) entering into an agreement with other Listed Practitioners, or Persons acting on their behalf, regarding the fees that they shall charge Subscription Users; or (iii) using the PlanSurety Website, whether or not in breach of the terms of the PlanSurety Directories License, or taking advantage of Listing Services, in furtherance of any such purposes.

(f) It shall submit such information regarding and provide access to such information about it and its Dental Practice as may be reasonably requested of it by PlanSurety Directories, from time to time, as may be necessary or desirable to enable PlanSurety Directories to confirm its compliance with the terms of this Agreement, any Ancillary Documents and any Provider Agreements and perform its obligations hereunder and thereunder.

(g) It shall look only to Subscribers (and not PlanSurety Directories or its Affiliates) for performance by them under any and all Provider Agreements. In no event, including, but not limited to, non-payment by a Subscription User or its Insolvency, shall it bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against PlanSurety Directories or its Affiliates for such non-payment.

(h) It shall not impair the good name or reputation of PlanSurety Directories or its Affiliates, or the value of any PlanSurety Directories IP, or otherwise adversely affect the business of PlanSurety Directories or its Affiliates by engaging in willful, intentional or malicious acts against them

or others, including, without limitation, willfully, intentionally or maliciously breaching this Agreement or willfully, intentionally or maliciously breaching any representation or covenant or failing to perform its obligations to Subscription Users.

4.3 Acknowledgements. Contracting Practitioner acknowledges and accepts that:

(a) PlanSurety Directories may contract with its Affiliates and other Persons not Affiliated with it in its discretion, incorporating the terms and conditions of this Agreement, including, without limitation, Subscribers, and in that case, any such Affiliates or other Persons shall have the right to rely on its representations, warranties, covenants and acknowledgements herein for purposes of determining whether or not to accept to recruit it as Provider, and the breach of or failure to honor any such representations, warranties, covenants and acknowledgements may be a cause sufficient for such Subscribers to terminate its status as Provider, unless the applicable Provider Agreement provides otherwise.

(b) Only it, as Provider, shall be responsible to Subscribers and Covered Persons under Subscribers' Dental Plans and Direct Contracts that are its patients for the way in which it renders Dental Services or any other treatment or services to them, and for any acts or omissions relating to the diagnosis and treatment of any such Covered Persons. PlanSurety Directories is neither an independent practice association nor a credentialing Entity. Nothing in this Agreement is intended or shall be construed or interpreted to give the right to engage in the practice of dentistry or to impinge on its professional judgment, as Provider, or impose on PlanSurety Directories a duty to act in a supervisory, disciplinary or advocacy capacity with respect to it or its Dental Practice.

(c) Only Subscribers shall be responsible to it and Covered Persons under Subscribers' Dental Plans and Direct Contracts for the method or means by which they operate Subscribers' Dental Plans or implement Direct Contracts and the performance of their obligations to them under or in connection therewith. Nothing in this Agreement is intended or shall be construed or interpreted to give PlanSurety Directories ownership of Subscribers' Dental Plans, or impose on PlanSurety Directories, a duty to act in a supervisory, disciplinary or advocacy capacity with respect to Subscribers' or Subscribers' Dental Plans or Direct Contracts.

(d) PlanSurety Directories is not guaranteeing that the terms of a Subscriber's Dental Plan or Direct Contract will suffice for the accomplishment of its purposes in entering this Agreement. PlanSurety Directories is not making any representations and warranties whatsoever with respect to any Subscriber, its creditworthiness or any Provider Agreement or documents delivered by or on behalf of any Subscriber from time to time in connection therewith, even if provided through or available in the PlanSurety Website or otherwise. Neither PlanSurety Directories does not Control or is not under common Control with any Subscriber. Neither PlanSurety Directories is not a co-obligor or guarantor of the obligations (i) of Subscription Users to any Person; or (ii) of any Person to Providers, even if the Person in question is an Affiliate of PlanSurety Directories.

(e) PlanSurety Directories is not its agent nor an agent for any Subscriber. The entry by Affiliates of PlanSurety Directories into agreements to provide any of them with other services shall not render PlanSurety Directories an agent for either. PlanSurety Directories is not undertaking to and shall not negotiate on behalf of any of them (individually or together with others), the terms and conditions of its participation or performance under a Provider Agreement, including the compensation payable to or

by it thereunder. Any decision by it to contract with Subscribers shall be based on its sole and independent business, professional and personal judgment.

(f) PlanSurety Directories is not guaranteeing that receipt of Listing Services shall cause any Subscriber to seek out or select it for participation as Provider under any Dental Plan or Direct Contract, or the terms, including the compensation terms offered by it by reason of such participation, the profitability or cost savings to it of becoming a Provider under any Dental Plan or Direct Contract, or the existence or continued existence of (or availability on economic terms) any stop-gap or other forms of business risks or liability or other insurance to mitigate against risks to be assumed by it by reason of becoming a Provider thereunder.

(g) Provider Agreements may require additional representations, warranties and covenants from and set higher standards for it. Subscribers shall have the right to hold it accountable pursuant to the provisions thereof.

(h) PlanSurety Directories shall have, and by its execution and/or acceptance online of this Agreement, it grants PlanSurety Directories, the unfettered and unconditional right in perpetuity (i) to use any and all Application Materials and any information and data about it, its Dental Practice and the Dental Services provided by it under a Subscribers' Dental Plan or Direct Contract to any Person, if input, collected or stored for transmission to or transmitted by it via the PlanSurety Website, whether as part of Listing Materials or in the course of its receipt of Listing Services, and to request and receive any such information or data about its interactions with Subscription Users, regardless of whether information or data regarding such interactions is kept in the PlanSurety Website, in each case, as may be reasonably necessary in the discretion of PlanSurety Directories for PlanSurety Directories or its Affiliates to improve customer experience, develop new products or services, or generate knowledge about trends, practices, conditions and improvements in the dental profession; (ii) to compile, segment, use or analyze such information and data, any and all derivative data resulting from its compilation, segmentation, use or analysis of such data; (iii) create data models, entity relationship diagrams or equivalent with such data or compilation, segmentation or analyses of such information and data; and (iv) export and sell any such information and data, compilations, segmentations or analyses of data, derivative data, data models, entity relationship diagrams or equivalents based on any of the foregoing, in each case, without the payment of compensation of any kind to it or seeking its permission. The provisions of this paragraph shall not be construed as giving any right to PlanSurety Directories over PHI, or information of other Persons in respect of which it is subject to an obligation of confidentiality under applicable Law or pre-existing contract or to present it in a manner that discloses the identity of any Person in violation thereof.

(i) PlanSurety Directories may from time to time take reasonable precautions, including by restricting or blocking access to and/or restricting or blocking the ability to view, download or transmit information of or about any Person via the PlanSurety Website in order to comply with Law, prevent violations of this Agreement or safeguard the rights of any other Person.

(j) The establishment of minimum standards for subscription to the PlanSurety Directory, and payment of fees in respect thereto, is the sole prerogative of PlanSurety Directories and there is no guarantee that the minimum subscription standards or applicable fees set with respect of the Initial Term shall not be higher in respect of any Renewal Term.

(k) The disclosure of any adverse matter in or in connection with its Application does

not guarantee that PlanSurety Directories will not consider that matter against it as part of its evaluation of whether it meets the minimum subscription standards established by PlanSurety Directories and in effect as of the time of such evaluation.

Article V Indemnification

Contracting Practitioner agrees to indemnify, defend and hold harmless each of PlanSurety Directories, its Affiliates and their respective members, shareholders, managers, directors, officers, employees, agents, independent contractors, representatives, attorneys, successors and assigns (any, an “Indemnified Party”) from and against any and all Losses incurred by an Indemnified Party as a result of or arising out of: (i) any inaccuracy in or breach of any of the representations, warranties, covenants or obligations of, or failure to act or refrain to act consistently with the acknowledgements made, or other breach, by Contracting Practitioner or on its behalf in this Agreement, any Ancillary Document, any Provider Agreement, Listing Materials or other any document or agreement delivered, or executed and/or accepted online by Contracting Practitioner or on its behalf in connection therewith; and/or (ii) (1) any damage or injury to Persons (including PlanSurety Directories, Subscribers under contract with it and Subscription Users that are its patients) or property suffered, or claimed to have been suffered, and/or (2) other Losses incurred by any Person, which are attributable to the negligent acts or omissions, willful misconduct, violation of Laws, strict liability, breach of contract or breach of a professional or ethical standard, by Contracting Practitioner or a Person acting on its behalf or any of its members, shareholders, managers, directors, officers, employees, agents, independent contractors, representatives, attorneys, successors or assigns in the course of the establishment, operation and administration of its Dental Practice.

Article VI Dispute Resolution

6.1 Mediation. The Parties agree to meet and confer in good faith to resolve any dispute that may arise between them through mediation.

6.2 Mandatory Arbitration. In the event that any dispute arising under this Agreement and/or concerning its terms is not satisfactorily resolved pursuant to Section 6.1 above, such dispute shall be resolved through mandatory arbitration. Such arbitration shall be initiated by making a written demand therefor. The arbitration shall be conducted by the American Arbitration Association under the Commercial Rules of the American Arbitration Association, and conducted, at the election of PlanSurety Directories, in New Castle, State of Delaware, or Chicago, State of Illinois. The arbitration award shall be based on the application of the Laws of the State of Delaware applied to the pertinent facts in the dispute and the terms of this Agreement. The Parties agree that the arbitration results shall be final and binding on the Parties. Each Party shall bear its own costs and expenses (including attorneys’ fees) incurred in connection with such proceeding or the enforcement of the award made thereunder. Such enforcement may be sought in any court of competent jurisdiction.

6.3. Equitable Remedies. Nothing herein shall be interpreted as preventing a Party from seeking temporary injunctive or other type of equitable relief in any court of competent jurisdiction with respect to a matter in dispute during the pendency of and for the duration of the mediation of that dispute pursuant to the provisions of Section 6.1 or its arbitration pursuant to the provisions of Section 6.2.

Article VII General Provisions

7.1 Protection of Confidential Information. (a) Each Party agrees that all confidential and proprietary information and trade secrets of the other Party shall be deemed confidential information of such other Party under this Agreement, it being understood, however, that the provisions of this sentence shall not be deemed to qualify or impair any provision of this Agreement or any Ancillary Document whereby a Person disclaims any property rights in favor of another Person. Without limiting the generality of the foregoing, but without prejudice to the terms of the PlanSurety Directories License, it is agreed that (i) all PlanSurety Directories IP and information about any PlanSurety Directories IP, and all agreements of PlanSurety Directories and information about any agreements of PlanSurety Directories with any Person other than Contracting Practitioner, shall specifically be considered proprietary and confidential information of PlanSurety Directories (together with any such other information comprising confidential information of PlanSurety Directories pursuant to the first sentence of this Section 7.1(a), “PlanSurety Directories Confidential Information”); and (ii) all compensation arrangements and information about any compensation arrangement entered into among Contracting Practitioner and Subscription Users during the Term pursuant to or in connection with this Agreement or an Ancillary Agreement (but only to the extent the identity of a party to any one such arrangement and the amount of compensation in such arrangement is to be disclosed to a Person that is not an Affiliate of PlanSurety Directories), any documents originated and used by Contracting Practitioner in its dealings with Subscription Users without the use or incorporation of PlanSurety Directories Confidential Information, and the identities of Subscription Users that receive Dental Services from Contracting Practitioner in a dentist-patient relationship shall specifically be considered proprietary and confidential of Contracting Practitioner (together with any such other information comprising confidential information of Contracting Practitioner pursuant to the first sentence of this Section 7.1(a), “Contracting Practitioner’s Confidential Information and together with PlanSurety Directories’ Confidential Information, when referred to without specific reference to a Party, “Confidential Information” of a Party).

(b) Each Party agrees to keep any and all Confidential Information of the other Party in its possession or of which it has knowledge in trust and confidence during and after the Term and agree that such Confidential Information of the other Party shall be used solely for the purposes permitted by this Agreement.

(c) The obligations of a Party under Section 7.1(b) shall not apply when the disclosing or using Party can document that any such information which would otherwise be deemed Confidential Information of the other Party: (i) was in the public domain at the time it was communicated to it; (ii) entered the public domain subsequent to the time it was communicated to said Party through no fault of such Party; (iii) was in such Party’s possession free of any obligation of confidentiality at the time it was communicated to it; or (iv) was rightfully communicated to it by a third party not bound by any confidentiality obligation subsequent to the time it was communicated to it by the other Party.

(d) Each Party further agrees and covenants that in the event that it or any of its representatives is requested in any proceeding or investigation to disclose any Confidential Information of the other Party, such Party will give the other Party prompt written notice of such request so that the other Party may seek an appropriate and timely protective order, and that if, in the absence of a protective order, such Party or its representative is nonetheless compelled to disclose such Confidential Information, such Party or its representative, as the case may be, will give the other Party prior written notice of the

disclosure and, upon the other Party's request, use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

(e) Nothing herein shall be deemed to prevent a Party from copying, filing or disclosing this Agreement or any documents delivered thereunder to any of its representatives and agents with a need to know for purposes of internal governance, ensuring its compliance or enforcing its rights under this Agreement, but their respective terms and conditions shall be deemed to be Confidential Information of both Parties and may not be disclosed by a Party to any other Person except with the consent of the other Party. Notwithstanding the foregoing, Contracting Practitioner shall give at least fifteen (15) day advance notice to PlanSurety Directories of its intent to file a counterpart of this Agreement or any other document executed and/or accepted online in connection therewith pursuant to any periodic filing obligations under applicable Law so that PlanSurety Directories may seek protective relief from said regulator for any and all its Confidential Information herein.

(f) Nothing herein shall be interpreted to limit the ability of PlanSurety Directories to fulfill its obligation to deliver Listing Services under this Agreement.

(g) Contracting Practitioner expressly agrees and acknowledges that the use of PlanSurety Directories' Confidential Information by it or its Affiliates in order to, directly or indirectly, engage in or assisting or enabling any other Person, in engaging in, any activity described in Sections 7.2(a)(i) or 7.2(a)(ii), during or at any time after the end of the Term, without time limitation, and anywhere in the world, would be a per se material breach by it of this Agreement.

7.2 Special Covenants. (a) Contracting Practitioner acknowledges that, in the course of its relationship with PlanSurety Directories under this Agreement, it will become familiar with the PlanSurety Directories Business and that the PlanSurety Directories Business Information has been, is and will be of special, unique and extraordinary value to the PlanSurety Directories Business. Therefore, as a material inducement for PlanSurety Directories to enter into this Agreement and perform its obligations hereunder during and after the Term, Contracting Practitioner agrees to protect PlanSurety Directories' goodwill and interest in the PlanSurety Directories Business and the PlanSurety Directories Business Information, and, in furtherance thereof, agrees that it will not, directly or indirectly, through or on behalf of another Person:

- (i) During the Term:
 - (1) Conduct the PlanSurety Directories Business anywhere in the world (or such subdivisions thereof where this covenant would be enforceable during such period), or own, manage, control, participate in, or in any manner engage in a business, or provide any services substantially similar to the services provided as part of the PlanSurety Directories Business to any Person, competing with PlanSurety Directories for the PlanSurety Directories Business anywhere in the world (or such subdivisions thereof where this covenant would be enforceable during such period),
 - (2) Induce or attempt to induce any employee of or consultant to PlanSurety Directories to leave the employ of or service to PlanSurety Directories, or in any way interfere with the relationship between PlanSurety Directories, and any such Person,

- (3) Solicit for hire or hire any individual who was an employee or consultant of PlanSurety Directories until six (6) months after such individual's employment or consulting relationship with PlanSurety Directories has been terminated,
 - (4) Solicit, induce or attempt to solicit or induce, or assist any Person in soliciting or inducing or attempting to solicit or induce, any client, supplier, licensee, subcontractor or other business relation or representative of PlanSurety Directories, including for avoidance of doubt, any member of the Targeted Audiences, to (A) cease or reduce doing business with PlanSurety Directories, or (B) purchase services similar to those sold as part of the PlanSurety Directories Business from any Person other than PlanSurety Directories, or
 - (5) In any other way interfere or attempt to interfere, or assist any Person in interfering or attempting to interfere, with the relationship between PlanSurety Directories, on the one hand, and any client, supplier, licensee, subcontractor or business relation or representative of PlanSurety Directories, including for avoidance of doubt, a member of the Targeted Audiences, on the other.
- (ii) After the end of the Term, for a period equal to the lesser of twelve (12) months or the maximum enforceable period under applicable Law (the "Post-Term Restricted Period"):
- (1) Conduct the PlanSurety Directories Business anywhere in the United States or Canada (or such subdivisions of any thereof where this covenant would be enforceable during any such period), or own, manage, control, participate in, or in any manner engage in a business, or provide any services substantially similar to the services provided as part of the PlanSurety Directories Business to any Person, competing with PlanSurety Directories for the PlanSurety Directories Business anywhere in the United States or Canada (or such subdivisions of any thereof where this covenant would be enforceable during any such period),
 - (2) Induce or attempt to induce any employee of or consultant to PlanSurety Directories to leave the employ of or service to PlanSurety Directories, or in any way interfere with the relationship between PlanSurety Directories, and any such Person,
 - (3) Solicit for hire or hire any individual who was an employee or consultant of PlanSurety Directories until six (6) months after such individual's employment or consulting relationship with PlanSurety Directories has been terminated,
 - (4) Solicit, induce or attempt to solicit or induce, or assist any Person in soliciting or inducing or attempting to solicit or induce, any client, supplier,

licensee, subcontractor or other business relation or representative of PlanSurety Directories, including for avoidance of doubt, any member of the Targeted Audiences, to (A) cease or reduce doing business with PlanSurety Directories, or (B) purchase services similar to those sold as part of the PlanSurety Directories Business from any Person other than PlanSurety Directories, or

- (5) In any other way interfere or attempt to interfere, or assist any Person in interfering or attempting to interfere, with the relationship between PlanSurety Directories, on the one hand, and any client, supplier, licensee, subcontractor or business relation or representative of PlanSurety Directories, including for avoidance of doubt, a member of the Targeted Audiences, on the other.
- (iii) The Post Term Restricted Period will be extended as to Contracting Practitioner on a day-for-day basis for each day during which Contracting Practitioner violates the provisions of Section 7.2(a)(ii) in any respect, so that it is restricted from engaging in the activities prohibited by Section 7.2(a)(ii) for the full Post Term Restricted Period.
- (iv) Nothing herein will prohibit Contracting Practitioner from (1) being passive owners of not more than five percent (5%) of the outstanding stock or equity interest of an Entity which is publicly traded that is engaged in a business competing with the PlanSurety Directories Business, so long as such it has no active participation in the business of such Entity, (2) developing or purchasing from another Person services similar to the services offered as part of the PlanSurety Directories Business not based on or derivative of or otherwise utilizes any PlanSurety Directories' Confidential Information in violation of Law or this Agreement, or (3) continuing to engage in any such activities or hold any such investments it is engaging in or holding immediately prior to the commencement of the Term; provided any such activities, if competitive, have been previously disclosed to PlanSurety Directories by it or knowledge thereof is in the public domain on the date hereof; and provided further, that no such continuation involves (and this Section 7.2(a)(iv) shall not be deemed) an exception to the prohibition in this Agreement to the disclosure or use of PlanSurety Directories Confidential Information except as permitted by Section 7.1.
- (v) Contracting Practitioner agrees that the restrictions hereunder do not impose a greater restraint than necessary to protect PlanSurety Directories and its legitimate business interests. In the event that any provision of this Section 7.2(a) relating to the time period and/or the geographical areas, and/or business activities and/or audiences of restriction and/or related aspects is declared by a court of competent jurisdiction or arbitral body to exceed the maximum restrictiveness such court deems reasonable and enforceable, the applicable time period and/or the geographical areas, and/or business activities and/or audiences of restriction and/or related aspects deemed reasonable and enforceable by the court or arbitral body will become and thereafter be the maximum restriction in such regard, and the

restriction will remain enforceable to the fullest extent deemed reasonable by such court or arbitral body.

(b) To protect the goodwill of PlanSurety Directories, to the fullest extent permitted by applicable Law, Contracting Practitioner agrees not to publicly criticize, denigrate, or otherwise disparage any of PlanSurety Directories, or its employees, officers, directors, managers, consultants, other service providers, representatives, business partners, contractors, products, processes, services, technology, policies, practices, standards of business conduct, areas or techniques of research or marketing, during or after the Term. Nothing in this Section 7.2(b) shall prevent Contracting Practitioner from cooperating in any proceeding conducted by a Governmental Authority under Law or from providing truthful testimony pursuant to a legally-issued subpoena. Contracting Practitioner promises to provide PlanSurety Directories with written notice of any request to so cooperate or provide testimony within one (1) day of being requested to do so, along with a copy of any such request.

(c) Contracting Practitioner acknowledges that: (i) PlanSurety Directories would not enter into this Agreement but for the covenants in this Section 7.2; and (ii) the provisions of this Section 7.2 are reasonable and necessary to preserve the legitimate business interests of PlanSurety Directories.

7.3 No Common Venture. Nothing in this Agreement is intended to create nor shall it be construed to create any employment, agency, joint venture or partnership relationship between Contracting Practitioner on the one hand and PlanSurety Directories on the other, or be construed as giving PlanSurety Directories dominion or control over any decision by Contracting Practitioner to continue its Dental Practice, or to establish or cease a relationship with any Dental Plan or under a Direct Contract, or the terms under which Contracting Practitioner shall agree to do so, or the relationship of Contracting Practitioner with its personnel or the selection of its facilities or advisers.

7.4 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is given personally in writing or by electronic mail with acknowledgment or proof of receipt, to the addresses set forth below:

If to PlanSurety Directories:

PlanSurety Directories, LLC

Attn: Qadeer Ahmed
Chief Executive Officer
E-mail: qadeer.ahmed@equalizerproservices.com

Attn: Michael Loh
Director, Listing Services
E-mail: michael.loh@plansurity.com

With a copy to: Duggan Bertsch, LLC
303 West Madison Street, Suite 1000
Chicago, IL 60606

Attn: Gregory L. Bertsch
E-mail: gbertsch@dugganbertsch.com

If to Contracting Practitioner:

At the address provided for such purposes in its latest Application on file.

Except for notices under this Agreement providing for different time periods for their effectiveness, notices under this Agreement shall become effective when given. Any Party may change its address for such communications by giving notice to the other Party in conformity with this Section 7.4.

7.5 Amendments. This Agreement may be amended at any time during the Term by PlanSurity Directories upon thirty (30) days' prior written notice to Contracting Practitioner from PlanSurity Directories; provided, however, that said amendment shall be of application only to a future Renewal Term unless the amendment is favorable and not adverse to Contracting Practitioner, or mandated by applicable Law, in which case PlanSurity Directories may make it applicable in its discretion to the portion of the Term then in progress.

7.6 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties.

7.7 Assignment. (a) Subject to the provisions of Section 7.7(b), Contracting Practitioner shall have no right to (i) assign, convey, transfer or grant security interests in this Agreement, by operation of law or otherwise; or (ii) subcontract or otherwise delegate the performance of its obligations in this Agreement without PlanSurity Directories' prior written consent which may be withheld as PlanSurity Directories determines in its sole discretion. Any purported assignment of this Agreement or subcontract or other delegation of its duties absent such consent shall be void.

(b) To the extent Contracting Practitioner has the legal right to sell or transfer, has obtained all required contractual and regulatory approvals to sell or transfer and wishes to sell or transfer its interest in Contracting Practitioner's Dental Practice (or, by reason of a proposed transaction involving it, its interest in such Dental Practice would be deemed transferred by operation of Law to a successor in interest at closing on such transaction) (any proposed sale or transfer or transfer by operation of Law meeting those criteria, an "Eligible Transfer"), PlanSurity Directories shall consent to terminate this Agreement and the Ancillary Documents to which Contracting Practitioner and PlanSurity Directories are both parties, as to Contracting Practitioner, without cause, but without refund or waiver of any portion of Listing Services Fees already paid or payable by or on its behalf for any period prior to or after the effective date of closing on the Eligible Transfer if (i) a request for such consent is made by Contracting Practitioner at least forty five (45) days in advance of the intended date of effectiveness of the Eligible Transfer; (ii) the proposed transferee in such Eligible Transfer submits a duly executed and/or accepted online joinder to this Agreement and each Ancillary Document in form and substance acceptable to PlanSurity Directories and fulfills the document submission requirements that would be required under Section 1.2 of any Person then seeking to receive Listing Services for the first time, at least thirty (30) days in advance of the intended date of effectiveness of the Eligible Transfer; (iii) PlanSurity Directories accepts to deliver Listing Services to such proposed transferee, in its discretion, based on its evaluation criteria applicable to the acceptance of a then first time applicant, on or prior to the intended effective date of the Eligible Transfer; (iv) in the event the Listing Services Fee under this Agreement is then payable in installments and one or more such installment payments would be due within, or in respect of the delivery of Listing Services during, the period commencing after such acceptance and ending on the actual date of effectiveness of the Eligible Transfer, such installment payments are made in full by Contracting

Practitioner on the earlier of when due or the actual date of effectiveness of the Eligible Transfer, without set-off or credit for any reason; and (v) Contracting Practitioner is not in default under this Agreement or any Ancillary Document on the actual date of effectiveness of the Eligible Transfer.

(c) PlanSurety Directories may assign, convey, transfer or grant security interests in this Agreement or any of its rights or obligations hereunder, without limitation, and without the consent of Contracting Practitioner.

7.8 Severability. If any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected.

7.9 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without consideration of its conflicts of laws provisions.

7.10 Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Party to be bound. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

7.11 Incorporation of Recitals; Construction. All recitals to this Agreement are hereby incorporated by reference into and constitute an integral part of this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of the PlanSurety Directories License or any other document executed and/or accepted online or acknowledged by Contracting Practitioner in connection with its relationship with PlanSurety Directories, the controlling provisions shall be those that impose the greatest restrictions on Contracting Practitioner and afford the greatest rights to PlanSurety Directories. However, except as aforesaid, nothing herein shall be deemed to impair or limit the rights or obligations of a Person under the provisions of any Ancillary Document.

7.13 Entire Agreement. This Agreement, together with the Ancillary Documents, shall constitute the entire agreement among the Parties and supersedes and terminates any and all other understandings, agreements, representations and warranties of or among the Parties with respect to the subject matter hereof; provided, however, that nothing herein shall be deemed to release a Party from liabilities already incurred under any agreement entered into among the Parties prior to the execution and/or acceptance online of this Agreement, or shall impair or limit the efficacy of any enforcement mechanism therein against a Party; and provided, further, however, that the provisions of this Section 7.12 shall not be deemed applicable to any written legally required disclosures previously or contemporaneously given to Contracting Practitioner by PlanSurety Directories at any time, alone or together with others, in or through the PlanSurety Website, including, without limitation, the Website General Disclosures, all of which shall survive, remain in force and be binding on Contracting Practitioner after its execution and/or acceptance online of this Agreement. Nothing in this Agreement shall be deemed to impair or limit a Party's rights or obligations under any agreement entered between such Party and an Affiliate of another Party, or any written disclosures given to such Party by such Affiliate at any time, alone or together with others, in or through the PlanSurety Website or otherwise.

Article VIII

Defined Terms; Construction

8.1 Defined Terms. Capitalized terms used, but not defined elsewhere, in this Agreement shall have the following meanings:

(a) “Acceptance Date” means, with respect to Contracting Practitioner, the first business day after the end of the thirty (30) day period referred to in Section 1.3, or Section 1.7, as the case may be, unless an Acceptance Notice or Rejection Notice has been sent within such period to Contracting Practitioner.

(b) “Acceptance Notice” means, if delivered in connection with an Application, written notice from PlanSurety Directories to Contracting Practitioner of PlanSurety Directories’ decision to accept its Application within the time frames contemplated, as the case may be, in Section 1.3 or Section 1.7.

(c) “Administrator” means, with respect to any Welfare Plan, an “Administrator” as such term is defined in Section 3(16)A of ERISA, whether or not a TPA, and any other Person not expressly mentioned therein but acting as administrator of a Dental Plan on behalf of another Person pursuant to applicable Law.

(d) “Affiliate” means, with respect to a specified Person (other than an individual), any Controlled Entity of such Person, any Person that exercises Control over that Person and any Person (other than an individual) that is under common Control with that Person.

(e) “Ancillary Documents” means, collectively, the PlanSurety Directories License, the Website Written Disclosures and each and every other agreement or document related thereto by which any Contracting Practitioner is or becomes bound to PlanSurety Directories in connection with the transactions contemplated by this Agreement.

(f) “Application” means, as the context may so require, either an Initial Listing Application or a Renewal Listing Application.

(g) “Compliance Certificate” means a certificate, in form and in substance satisfactory to PlanSurety Directories, to be executed and/or accepted online and delivered by Contracting Practitioner to PlanSurety Directories via the PlanSurety Website as part of its submission of Renewal Materials for purposes of the evaluation by PlanSurety Directories of whether, as of the commencement of any Renewal Term, Contracting Practitioner meets the minimum standards then in effect for its continued receipt of Listing Services, and consequently, renewal by PlanSurety Directories of this Agreement.

(h) “Control” means, as to its exercise by any Person (other than an individual), that (i) such Person owns, directly or indirectly, a majority of the issued and outstanding voting securities (or, with respect to a trust, such Person is the sole grantor or settlor and beneficiary thereof); (ii) such Person retains the unrestricted legal right and power to direct, or cause the direction of, the business and affairs of such Person and to elect or remove the governing body (or, with respect to a trust, the trustee(s)) of such Person); and (iii) no other Person owns or holds any options, warrants or other securities or rights to acquire voting securities of such Person (including securities, debt instruments or other rights or interests which, upon the exercise or conversion thereof, would or may result in the issuance of voting securities

of such Person.

(i) “Controlled Entity” shall mean a Person (other than an individual) over which a Person exercises Control.

(j) “Covered Person” means an individual that is eligible, whether as principal individual enrollee, or eligible spouse or other dependent or beneficiary of that enrollee, to receive Dental Services under a Dental Plan or Direct Contract.

(k) “DEA” means the U.S. Drug Enforcement Agency.

(l) “Dental Plan” means any self-insurance, insurance, prepaid insurance, reimbursement or discount plan that provides Dental Services, whether established and operated as a Self-Funded Plan or Non-Employment Based Plan, including, a Qualified Dental Plan, or, where the context so requires, a Subscriber’s Dental Plan, whether or not a Qualified Dental Plan.

(m) “Dental Practice” means (i) the business consisting of the evaluation, diagnosis, and/or treatment (nonsurgical, surgical, or related procedures) of diseases, disorders, and/or conditions of the oral cavity, maxillofacial area, and/or the adjacent and associated structures and their impact on the body within the scope of an individual’s education, training, and experience as a dentist; and (ii) when the context so requires, the location or locations where such business is conducted.

(n) “Dental Services” means, collectively, any such dental care and treatment services which a dental professional may be licensed to provide under applicable Law, and as the context may require, the term refers specifically to any such dental care and treatment services delivered pursuant to the terms of a Qualified Dental Plan.

(o) “Direct Contract” means a dental insurance, prepaid insurance, reimbursement or discount services agreement contracted by an individual consumer for himself or herself and his or her Covered Persons with a provider duly authorized by Law to enter into such contract when all amounts due thereunder or in respect of services received thereunder are paid for in its entirety to such provider by such individual consumer and/or his or her Covered Persons, but does not include any such arrangement in any jurisdiction in which the provision of Listed Services in furtherance thereof would subject PlanSurety Directories to regulation based on a theory that it is acting as a marketer, broker or agent for any Person in the acquisition of an insurance or discount product, or where payment may be made in full or in part pursuant to the terms of a Regulated Healthcare Program, except as expressly and separately agreed to by PlanSurety Directories with the parties thereto.

(p) “Effective Date” means the date, after the Acceptance Date, Contracting Practitioner is first selected as a Lead Provider under any Dental Plan that provides for a Lead Provider, or as Provider by a Covered Person under one that does not, including, without limitation, because of the type of Practitioner that Contracting Practitioner is (i.e. a specialist).

(q) “Entity” means any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization, or other business enterprise or other legal entity.

(r) “ERISA” means the Employee Retirement Income Security Act of 1974 (Pub. L. 93-406, 88 Stat. 829), as amended and the rules, regulations and administrative interpretations and guidance issued thereunder.

(s) “Force Majeure Event” means any act of God, lockout, riot or civil commotion, act of public enemy, technical failures, terrorism, including cyberattacks, or the enactment or application of Law, or other similar event beyond PlanSurety Directories’ control or that of a subcontractor of PlanSurety Directories.

(t) “Governmental Authority” means the government of the United States or any foreign country or any state or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and other quasi-governmental entities established to perform such functions.

(u) “Group Dental Practice” means an Entity that, under applicable Law, is permitted to conduct a Dental Practice.

(v) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 administrative simplification rules at 45 CFR parts 160, 162, and 164, as amended from time to time.

(w) “Initial Listing Application” means that certain initial application for Listing Services submitted by Contracting Practitioner in the form set forth in the PlanSurety Website, as completed, and executed and/or accepted online, by Contracting Practitioner effective as of the date of this Agreement, and pursuant to which Contracting Practitioner is requesting receipt of Listing Services for the portion of the Term commencing on the Acceptance Date and ending on the end of Initial Term.

(x) “Initial Listing Materials” means this Agreement, the Initial Listing Application and any and all such documents, certificates, licenses, registrations and other documents that PlanSurety Directories, in its discretion, requires Contracting Practitioner to obtain, complete, execute and/or accept online and submit to PlanSurety Directories in order for Contracting Practitioner to accredit to the satisfaction of PlanSurety Directories that Contracting Practitioner will meet the minimum standards required by PlanSurety Directories for its receipt of Listing Services during the Initial Term.

(y) “Initial Term” means the twelve (12) consecutive month period that commences on the Effective Date and expires on the first anniversary of the Effective Date, unless this Agreement is earlier terminated in accordance with its terms.

(z) “Insolvency” means, with respect to any Person: (i) the filing of a voluntary or involuntary petition in bankruptcy by such Person, which proceeding is not dismissed within ninety (90) days of its filing; (ii) the entry of an order, judgment or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of such Person unless the proceedings and the appointee are dismissed within ninety (90) days; (iii) the making by such Person of a general assignment for the benefit of creditors; (iv) the failure by such Person generally to pay its debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by a competent court of Law; or (v) the admission in writing by such Person of its inability to pay its debts as they become due.

(aa) “Law” means any law, statute, regulation, ordinance, rule, administrative

determination or interpretation, order, decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, and common law, including, without limitation, HIPAA and any other law or regulation governing the handling or disclosure of PHI or otherwise applicable to participants in or operators of Dental Plans or under Direct Contracts.

(bb) “Lead Provider” means Contracting Practitioner, if and for so long selected by a Covered Person under a Subscriber’s Dental Plan to provide it Dental Services as principal Provider thereunder, if such Dental Plan requires such choice to be made by such Covered Person.

(cc) “Listing Materials” means either Initial Listing Materials or Renewal Materials, as the context may require.

(dd) “Listing Services Fees” means, as the context may so require, the fee (as in effect from time to time) required to have been received by PlanSurety Directories on or before the date of submission of Listing Materials, as a condition for Contracting Practitioner to receive Listing Services during the portion of the Term in respect of which such Listing Materials have been submitted (comprised of the portion of the Preliminary Term commencing on the Acceptance Date and the Initial Term in the case of the Initial Listing Materials, and each Renewal Term in the case of all others), and the amount of which, as in effect at any time, is posted on the PlanSurety Website (except that for the Initial Term may have been otherwise disclosed by PlanSurety Directory to Contracting Practitioner).

(ee) “Losses” means any and all liabilities, losses, claims, damages (including consequential damages), suits, actions, judgments, obligations, penalties, costs and expenses (including reasonable attorneys’ fees and expenses and reasonable costs of investigation and litigation) incurred or which may be incurred by an Person.

(ff) “Non-Employment Based Plan” means a Dental Plan that offers benefits to Covered Persons thereunder, on a for-profit or not-for-profit basis, exchange for the payment of premiums or fees, and that is not a Self-Funded Plan, but does not include any such arrangement in any jurisdiction in which the provision of Listing Services in furtherance thereof would subject PlanSurety Directories to regulation based on a theory that it is acting as an owner or administrator of a Dental Plan, or marketer, broker or agent for any Person in the acquisition of insurance or discount plan benefits, or where premium payments or payment for services may be made in full or in part pursuant to the terms of a Regulated Healthcare Program, except as expressly and separately agreed to by PlanSurety Directories with the applicable State Regulated Person.

(gg) “Permits” means any and all permits, licenses and other approvals and qualifications required by a Governmental Authority or necessary for the conduct of business, including the operation of a Dental Practice, where and in the manner conducted or planned to be conducted.

(hh) “Person” means any individual or Entity.

(ii) “PHI” means protected health information, as defined in HIPAA.

(jj) “Plan Participation Agreement” means any agreement entered into by and among a Provider and a Subscriber setting the terms and conditions pursuant to which such Provider has agreed to

provide Dental Services under such Subscriber's Dental Plan, including the compensation payable to it and the standards and cost allocation related to the clinical and financial auditing of Provider's performance thereunder are established and all agreements entered by them or by which they are bound with or to each other in connection therewith.

(kk) "Plan Sponsor" means, with respect to any Welfare Plan, a "Plan Sponsor" as such term is defined in Section 3(16)B of ERISA.

(ll) "PlanSurity Dental Designs" means PlanSurity Dental Designs, LLC, a Delaware limited liability company that is an Affiliate of PlanSurity Directories.

(mm) "PlanSurity Dental Designs IP" means any such trademarks, tradenames, trade secrets and other intellectual property of any and all kinds developed or acquired and owned or licensed by PlanSurity Dental Designs at any time.

(nn) "PlanSurity Directories Business Information" means any and all know know-how and information about the PlanSurity Directories Business, including business plans, methods and strategies, managers, officers, employees, agents, representatives, contractors, customers, business associates, partners, vendors, suppliers, lenders and advisers of PlanSurity Directories acquired by Contracting Practitioner in the course of and by reason of their relationship with PlanSurity Directories (whether or not encompassing PlanSurity Directories' Confidential Information or PlanSurity Directories IP for purposes of this Agreement).

(oo) "PlanSurity Directories IP" means any and all PlanSurity Directories Trademarks and tradenames, including any marks and names confusingly similar thereto or derivative therefrom, official corporate and DBA names, patents and letters patent including provisional patents, whether or not registered or patentable, copyrights and works, whether or not registered or copyrightable (including applications, licenses, other registrations or rights relating to any of the foregoing), any and all forms of agreements or other documents originated by PlanSurity Directories for use by it and others wishing to receive services from PlanSurity Directories, and the specific format, style and the novel concepts and relationships created thereby, any and all know-how, methods and processes developed, acquired, used or incorporated by PlanSurity Directories in the design, or contemplated for the establishment, implementation and/or administration, of the PlanSurity Directory, computer programs and software, open source software, source codes or other codes, in any stage of development in any format on any medium (whether developed, in process, acquired or licensed by PlanSurity Directories) used or held for use in connection with the PlanSurity Directories Business, and the specifications, documentation and training materials of any kind related to the foregoing, including, without limitation, all tangible and intangible information, scripts, apps, graphics, dashboards and layouts related thereto' any and all trade secrets, inventions, ideas, concepts, designs, algorithms, formulas, prototypes, products, documentation, materials, compositions, reports, drawings, photographs, videos and scripts of videos, formulas, models, and projections and any other item of intellectual property and content reduced to writing or other tangible form that is derivative of any portion therefrom, any and all color, design and organization schemes of materials in, photographs, videos and scripts of videos loaded by it or on its behalf into the PlanSurity Website or elsewhere, any and all rights of privacy, rights of publicity, and specifications, documentation and printed materials of any kind related to the foregoing, including marketing materials and sales concepts, any and all customer information and lists, any and all campaigns and slogans, and customer appreciation and loyalty development programs, developed, conceived, created or prepared by PlanSurity

Directories (or any Person on behalf of or for the benefit of any of them as a “work for hire”), any and all rights to domain names, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs and the proprietary information and materials in them, any and all items of intellectual property which have been reduced to writing or other tangible form owned by, registered or licensed for use by PlanSurity Directories in the operation of the PlanSurity Directories Business, any and all documents created or acquired by PlanSurity Directories and posted by it or on its behalf in the PlanSurity Website, subject to exclusions mandated under applicable Law, or expressly set forth under contract, any and all data which is input into, or collected, stored or transmitted via the PlanSurity Website or otherwise by any Person, and in respect of which PlanSurity Directories has acquired ownership or use rights, any and all compilations or segmentations of any or all such data, any and all rights to compile, segment, use or analyze such data, any and all proprietary methods of PlanSurity Directories for its compilation, segmentation, use or analysis of such data, any and all derivative data resulting from its compilation, segmentation, use or analysis of such data, the right to create data models, entity relationship diagrams or equivalent with such data or compilation, segmentation or analyses of such data, and to export and sell any such data, compilations, segmentations or analyses of data, derivative data, data models, entity relationship diagrams or equivalents based on any of the foregoing, and any and all other intangible assets, properties and rights, and claims interposable by PlanSurity Directories with respect of any thereof, whether known or unknown, including, the right to sue and recover damages for past, present and future infringement thereof, prevent the infringement thereof, and all goodwill associated with any of the foregoing.

(pp) “PlanSurity Directories Trademarks” means any and all trademarks and service marks now or in the future registered or licensed by PlanSurity Directories used or held for use in connection with the PlanSurity Directories Business, including, without limitation, the “PlanSURITY ®” trademark which has been licensed by PlanSurity Directories from its owner PlanSurity Dental Designs for use, alone or together with certain other words, in connection with the PlanSurity Directories Business.

(qq) “PlanSurity Website” means the website located at www.plansurity.com, and any other web-based site at any time hereafter designated by PlanSurity Directories to be the website to be used for the purposes contemplated in this Agreement.

(rr) “Priority Listing” means the right of a Listed Practitioner to be listed in the PlanSurity Directory on an exclusive basis during the initial term of its listing agreement with preference over other subsequently Listed Practitioners, for purposes, but solely for purposes, of its recruitment for service in a Priority Territory during such initial term by operators of Qualified Dental Plans with Qualified Covered Persons residing or expected by them to reside in that Priority Territory during such initial term. Said right shall last until the earlier to occur of (i) the end of such initial term; (ii) the end of the month within such initial term in which the aggregate number of Covered Persons under any and all Dental Plans that have selected such Listed Practitioner as Lead Provider plus the number Covered Persons under Direct Contracts entered into by it plus the number of individuals that otherwise become its patients exceed its Stated Capacity; (iii) the earlier receipt by PlanSurity Directories of a Filled Capacity Notice; or (iv) the earlier termination of this Agreement. In the event that, at any time within such initial term, the number of Qualified Covered Persons in a Priority Territory is higher than the Listed Practitioner’s Stated Capacity, additional Listed Practitioners, selected on the same order of preference may share in such preferential listing, in alphabetical order, for recruitment for service under such Qualified Dental Plans; provided further, however, that PlanSurity Directories shall not grant such right to share in such

preferential to Listed Practitioners in excess of those with a Stated Capacity, in the aggregate, that is equal or lower to the aggregate number of such Qualified Covered Persons. Once more than one Listed Practitioner has been recruited as a Provider by a Dental Plan, however, Covered Persons thereunder shall be permitted to view, for purposes of establishing a professional relationship, not fewer than all such already recruited Providers. No Priority Listing rights will be afforded with respect to such access by them.

(ss) “Priority Territory” means, during any Initial Term, any such county, ward, municipality or other political subdivision where the Dental Practice of a Listed Practitioner is physically located with a population of Qualified Covered Persons at least equal to its Stated Capacity.

(tt) “Provider” means a Practitioner, including, where the context so requires, Contracting Practitioner, to the extent recruited to provide Dental Services to Covered Persons under a Dental Plan or Direct Contract.

(uu) “Provider Agreements” means, collectively, Plan Participation Agreements and any other agreement entered into between Contracting Practitioner and a Subscriber pursuant to which Contracting Practitioner delivers Dental Services under Subscriber’s Dental Plan.

(vv) “Qualified Covered Persons” means Covered Persons of a Qualified Dental Plan.

(ww) “Qualified Dental Plan” means either a proprietary (i) Self-Funded Plan; or (ii) Non-Employment Based Plan, or component thereof, that is designed by PlanSurity Dental Designs and established, implemented and/or managed by Self-Funded Persons or State Regulated Persons, as the case may be, based on, using or incorporating, *inter alia*, PlanSurity Dental Designs IP.

(xx) “Regulated Healthcare Program” means any healthcare insurance or reimbursement program for individual beneficiaries thereof, including, without limitation Medicare and Medicaid, funded in full or in part by U.S. federal or state government appropriations, or taxes imposed on taxpayers under applicable Law, and not based on there being or having been an employment relationship between such individual and such government.

(yy) “Rejection Notice” means, if delivered in connection with an Application, written notice from PlanSurity Directories to Contracting Practitioner of PlanSurity Directories’ decision to reject its Application.

(zz) “Renewal Listing Application” means that certain renewal application for Listing Services submitted by Contracting Practitioner in in such form approved from time to time by PlanSurity Directories and set forth in the PlanSurity Website, as completed, and executed and/or accepted online, by Contracting Practitioner and pursuant to which Contracting Practitioner is requesting continued receipt of Listing Services for a Renewal Term.

(aaa) “Renewal Materials” means the Renewal Listing Application, the Compliance Certificate and any and all documents, certificates, licenses, registrations and other documents that PlanSurity Directories, in its discretion, requires Contracting Practitioner to obtain, complete, execute and/or accept online and submit to PlanSurity Directories in order for Contracting Practitioner to accredit to the satisfaction of PlanSurity Directories that, as of the date of commencement of a Renewal Term,

Contracting Practitioner meets the minimum standards then in effect for its continued receipt of Listing Services, and consequently, renewal by PlanSurity Directories of this Agreement.

(bbb) “Renewal Term” means the twelve (12) consecutive month period that commences on the anniversary of the Initial Term and each twelve (12) consecutive month period that commences on the anniversary of an immediately preceding Renewal Term and, which in case, expires on the first anniversary of its commencement, unless this Agreement is earlier terminated in accordance with its terms.

(ccc) “Self-Funded Plan” means a Welfare Plan or component thereof that offer Dental Services to Covered Persons thereunder.

(ddd) “Stated Capacity” means the number of additional individual patients a Listed Practitioner is willing and able to serve in an initial term or renewal term of its listing agreement, regardless of origination source, as stated in its corresponding application.\

(eee) “Targeted Audiences” means Self-Funded Persons, State-Regulated Persons, Direct Contracting Persons, Administrators, Practitioners, brokers and others operating in a similar capacity in the dental health benefit space.

(fff) “Term” means, with respect to this Agreement, either its Preliminary Term, its Initial Term or any Renewal Term, or the period between the commencement of its Preliminary Term and the end of its last Renewal Term or the date of its earlier termination.

(ggg) “TPA” means, with respect to any Welfare Plan, a Person not Affiliated with a Plan Sponsor acting as a third-party Administrator of that Welfare Plan in its own right or as a contractor of such Administrator.

(hhh) “Usual, Customary and Reasonable Fees” means, with respect to a Dental Practice, the amount paid for a specific type of Dental Service in the geographic area where a Dental Practice is located based on what dentists with a Dental Practice in that area usually charge for the same or similar Dental Service.

(iii) “Website General Disclosures” means those general disclosures given to and that bind all Persons not Affiliated with PlanSurity Directories that access or utilize the PlanSurity Website or to one or more categories of them that include Contracting Practitioner and in effect at an time, including, without limitation, the “[Terms and Conditions of Use](#)” and the “[Privacy Policy](#)” as in effect at any time.

(jjj) “Welfare Plan” means a Plan Sponsor’s self-funded employee welfare benefits plan, as that term is defined in Section 3(1) of ERISA, even if such plan is exempt from regulation under ERISA.

8.2 Construction and Usage. For purposes of this Agreement:

(a) Whenever the context requires, the singular number shall include the plural, and vice versa, and the neutral gender shall include the feminine and the masculine genders.

(b) The words “include” and “including,” and variations thereof, shall not be deemed

to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) The terms “hereof,” “hereunder,” “herein” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) References to “Articles and “Sections” are to Articles and Sections of this Agreement.

By clicking the “Accept” button below, I, as Contracting Practitioner, confirm my agreement to transact business electronically with PlanSurety Directories, acknowledge having reviewed and understood the above Agreement, and agree to its terms. Any subsequent access by me to this website by means that bypass this page shall constitute a reaffirmation and agreement by me, as a Contracting Practitioner, to the terms of the Agreement and to any modifications or amendments to the Agreement made in accordance with its terms, including, without limitation, if permitted under its terms, any such modifications or amendments that PlanSurety Directories may make to the Agreement from time to time by posting a modified or amended version of the Agreement on the PlanSurety Website for review by users of the PlanSurety Website, or by me exclusively, which I accept shall constitute sufficient disclosure to me, as a Contracting Practitioner, of such modifications or amendments.

By:

Title:

Affiliation:

Date:

[\[Accept\]](#)

If You wish to retain a copy of this Agreement, please press on “Printable Form” when prompted to do so after clicking “Accept”.

PLANSURITY DIRECTORIES, LLC

LISTING SERVICES FEES SCHEDULE

(Effective)

This Listing Services Fees Schedule (this “Schedule”) makes reference to and is entered into by between you as Practitioner (“Contracting Practitioner”) and PlanSurity Directories, LLC, a Delaware limited liability company (“PlanSurity Directories”). This Schedule makes reference to and made applicable to that certain Directory Listing Services Agreement by and between you and PlanSurity Directories (the “Agreement”). This Schedule is qualified in its entirety by the terms of the Agreement. Capitalized terms used in this Schedule, but not defined upon their first usage, shall have the respective meanings given to them in the Agreement.

This Schedule will be in effect for the Initial Term. Please visit this page prior to the commencement of any Renewal Term for information on the Listing Services Fees applicable to any such Renewal Term.

For Contracting Practitioner (General):

Listing Services Fee (on an annualized basis, but to be paid as per below)

\$20,000.00 USD + 13% Harmonized Sales Tax (HST) = \$22,600.00 USD

Upfront Payment:

\$6,500.00 USD + 13% Harmonized Sales Tax (HST) = \$7,345.00 USD

Quarterly Installments (installments paid quarterly throughout the Term):

\$5,000.00 USD + 13% Harmonized Sales Tax (HST) = \$5,650.00 USD

For Contracting Practitioner (Specialist):

Listing Services Fee (on an annualized basis, but to be paid as per below)

\$3,250.00 USD + 13% Harmonized Sales Tax (HST) = \$3,672.50 USD

Upfront Payment:

\$6,500.00 USD + 13% Harmonized Sales Tax (HST) = \$7,345.00 USD

Quarterly Installments (installments paid quarterly throughout the Term):

\$812.50 USD + 13% Harmonized Sales Tax (HST) = \$918.13 USD

Payment Terms

The Upfront Payment will be applied to the Quarterly Installments on the first day that Subscribers/Patients are attributed to the Contracting Practitioner.

Quarterly Installments will be automatically taken from advances paid to the Contracting Practitioner.

By clicking the “Accept” button below, I, as Contracting Practitioner, confirm my agreement, to transact business electronically with PlanSurety Directories, acknowledge having reviewed and understood the above Schedule, and agree to its terms. Any subsequent access by me to this website by means that bypass this page shall constitute a reaffirmation and agreement by me, as Contracting Practitioner to the terms of the Schedule.

By:

Title:

Affiliation:

Date:

[Accept]

If You wish to retain a copy of this Schedule, please press on “Printable Form” when prompted to do so after clicking “Accept”.