

Agreement with Dentist

This agreement is entered into between eDentist Marketing, LLC, an Indiana limited liability company, 6211 West 30th Street, Suite G, Indianapolis IN 46224 and the dentist identified below ("Dentist"):

Doctor(s) Name _____ Practice or Entity Name _____

Check one: Sole Proprietorship Partnership Corporation Limited Liability Company

Doctor certifies, represents and warrants that he/she is actively licensed to perform dentistry in all states or regions within which doctor practices, that his/her license is in good standing with all dental boards in all states or regions within which he/she practices, and is a member in good standing of the American Dental Association.

Address _____

Requested Specialty _____ Telephone _____ Fax _____ Cell _____

Web site _____ e-mail address _____

Office Manager _____

In consideration of the foregoing, and the mutual covenants contained herein, the parties hereby agree as follows:

Fees

To be included on the eDentist.com web site, doctor shall pay a one-time application fee of \$ _____ and monthly service fee of \$ _____. The application fee and one-month's service fee are due upon execution of this agreement by doctor.¹

Monthly service fees are due and payable in advance on the first day of the month. Service fees not received within 10 (ten) days of the due date shall automatically be subject to a late charge of \$ 35.00.

If service fees are not received by eDentist.com within 20 (twenty) days of the due date, doctor shall be in material breach of this agreement and, at the option of eDentist.com, doctor's information may be removed immediately from the web site and this agreement may be terminated immediately upon written notice to doctor. In its sole discretion, eDentist.com may elect not to terminate this agreement and may instead require doctor to post with eDentist.com a reasonable deposit, which eDentist.com shall retain as security against any future default by doctor.

After the initial term, eDentist.com reserves the right to increase the monthly service fee. Initials _____

Credit Card Authorization

Payments of all fees and charges will be made by credit card. Completion of the following information by doctor serves as authorization to eDentist.com to automatically debit doctor's credit card for all fees and charges due under this agreement until doctor otherwise notifies eDentist.com in writing:

Credit Card: VISA MC DISCOVER AMEX

Card Number: _____ Expires: _____ CVV Security Code _____ (3 digits on back of Visa and MC, Discover, 4 digits on front of Amex)

Name as it appears on card: _____

Total Initial Charge Amount: _____ Monthly Amount: _____

Card billing address: Street: _____ City: _____ State _____ Zip: _____

Signature: _____ Date: _____

All monthly fees will be automatically charged to the above credit card on the first (1st) of each calendar month, but may be run in preceding month in the event of holidays, beginning of the month starting on Saturday or Sunday or doctor's credit card will be expiring in the upcoming month to ensure doctor does not lose time or momentum on the Site while a new number is being provided.

Please read Terms of agreement on back side of this form before signing.

No failure by either party at any time to require performance of the other party of any provision of this agreement shall be deemed to be a waiver of such provision or in any way affect such party's right to enforce such provision, and no waiver by either party of any provision of this agreement shall be deemed to be a waiver of any other provision of this agreement.

Doctor(s)

Agreement accepted by eDentist.com

By: _____
Name

By: _____

Signature _____ Date _____

Signature _____ Date _____

By: _____
Name

Enrollment Date: _____

Signature _____ Date _____

Terms of Agreement

1. Web Site provided by eDentist.com

In exchange for payment of the fees described in Section 4, eDentist.com shall include information about doctor on the eDentist.com web site owned and maintained by eDentist.com. eDentist.com may revise its web site's features and appearance from time to time in its sole discretion. eDentist.com shall use its best efforts to ensure that its web site is consistently operational, but shall not be liable for circumstances beyond its control, including, but not limited to, acts of God, acts of any legislative or regulatory authorities and/or breakdown or unavailability of telephone or electrical services.

2. Term of Agreement

This agreement will begin on the date accepted by eDentist.com and, unless earlier terminated by eDentist.com as set forth in this paragraph, shall have an initial term of twelve (12) months ("Initial Term"). During the Initial Term, or at any other time, eDentist.com may terminate this agreement immediately, upon written notice to doctor, in the event of a material breach of any provision of this agreement by doctor.

This agreement shall automatically renew for successive 12-month periods following the end of the initial term unless terminated by either party by written notice to the other not later than thirty (30) days prior to the end of the initial term or any successive term, as applicable.

The set up fee is _____. The set up fee is non-refundable and payable upon execution of this agreement. The Set UP Fee covers the initial conversion of the materials submitted by doctor to eDentist.com for inclusion on the Site, the initial installation of such materials into the Site, and all changes made by eDentist.com, to the Site for the entire Term of the Agreement.

3. Doctor Responsibilities

Doctor acknowledges and agrees that only licensed doctors in good standing with all applicable licensing authorities are eligible for inclusion in the eDentist.com web site. By executing this agreement, doctor warrants that (1) he/she is now, and throughout the term of this agreement shall remain, fully licensed and in good standing with all applicable licensing authorities; and (2) he/she is now, and throughout the term of this agreement shall remain, in full compliance with the requirements of sections 18(f) through 18(j) of 828 IAC 1-1-18 if he/she claims to be a specialist. Doctor shall immediately notify eDentist.com in writing of any event that materially affects the status of doctor's above-referenced compliance and/or license(s). doctor's inclusion on Dentist.com's web site is made in material reliance on these warranties by doctor.

Doctor agrees to indemnify, defend and hold harmless eDentist.com, its officers, directors, agents and employees, from any and all claims, actions, causes of action, costs, loss, liability, judgments or liens (including attorney's fees) arising out of any acts of omissions of doctor, and/or, doctor's officers, directors, partners, agents and employees, relating in any way to 1) performance of dental services, and/or 2) any misstatement or omission of, or failure to update as required, any information provided under this agreement. The obligations set forth in this paragraph shall survive termination of this agreement.

Doctor may not transfer or assign this agreement without eDentist.com's prior approval. Doctor agrees to notify eDentist.com in writing prior to transferring or selling Doctor's practice.

Doctor shall notify eDentist.com within three (3) days of any change in doctor's corporate status, address, telephone number, fax eDentist.com web site.

Doctor warrants that he/she is fully authorized and has authority to enter into this agreement.

4. eDentist.com's Liability

In no event shall eDentist.com be liable to doctor for any special, incidental, consequential or punitive damages, and in no event shall the total liability of eDentist.com to doctor exceed the total sum paid by doctor under this agreement.

5. Miscellaneous Provisions

This agreement shall be governed in accordance with the laws of the State of Indiana without regard to conflict or choice of law rules. In the event of a dispute, the parties shall attempt in good faith to resolve the dispute promptly by negotiations. If any dispute, has not been resolved after a reasonable time by negotiations, such dispute shall be submitted to binding arbitration held in Indianapolis, Indiana, in accordance with the rules of the American Arbitration Association, before a single arbitrator.

The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions.

Neither party to this agreement is, nor shall represent itself to be, an agent, joint venturer, principal, owner or employee of the other.

Doctor has no rights, express or implied, to use any of eDentist.com's trademarks, service marks, business names, domain names, or telephone numbers, without prior written permission of eDentist.com.

This agreement represents the entire understanding of the parties and supersedes all prior conversations, correspondence, representations, warranties, agreements and other communications. This agreement may be amended only by written instrument signed by both parties.

All notices or other communications concerning this agreement shall be in writing and shall be sent by Certified Mail, return receipt requested, or by Express Mail or private carrier which shall provide to the sender proof of receipt.

Doctor's Representations-Regarding Materials. Doctor represents and warrants that he/she has secured all appropriate and necessary permissions and consents for the use of all material submitted to eDentist.com, including, without limitation, all photographs and testimonials, and warrants that eDentist.com is not responsible for securing, paying for or monitoring in any way any of such permissions or consents. If permission or consent to use any materials submitted to eDentist.com, including, without limitation, photographs and testimonials, changes at any time, doctor represents and warrants doctor will notify eDentist.com immediately of this change in permission or consent and eDentist.com will immediately remove same material(s) from the Site.



eDentist Marketing LLC.
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