



ClaimTek Systems Contract

Licensing, Training & Support Agreement

THIS AGREEMENT by and between CLAIMTEK, LLC dba CLAIMTEK SYSTEMS, A California Corporation, having its principal office at 3943 Irvine Blvd, #39, Irvine, California 92602-2400 (Hereinafter referred to as "Licensor", "CLAIMTEK SYSTEMS", or "Seller"), and

(Licensee, Buyer Name)

(Social Security # / Tax #)

Street

City

State

Zip

(Phone #)

(Fax #)

(Email Address)

(Hereinafter referred to as "Licensee" or "Buyer" or "Purchaser").

WHEREAS, CLAIMTEK SYSTEMS has developed medical claims processing system for medical insurance claims and billing center functions, which includes training manuals, videos, medical billing software, technical support, and other items related to medical claims processing (Hereinafter the "CLAIMTEK SYSTEMS BILLING CENTER PROGRAM"); and

WHEREAS, Licensee desires to purchase and utilize a royalty-free, non-exclusive license to use the "CLAIMTEK SYSTEM BILLING CENTER PROGRAM"; and

WHEREAS, CLAIMTEK SYSTEMS desires to protect the CLAIMTEK SYSTEMS BILLING CENTER PROGRAM by licensing, NOW, THEREFORE, in consideration of the promises, covenants, and representations hereinafter set forth, and for other good and valuable considerations, CLAIMTEK SYSTEMS and the licensee, agree as follows:

CLAIMTEK SYSTEMS (Licensor/Seller)

1. CLAIMTEK SYSTEMS shall grant to the Licensee a royalty-free nonexclusive perpetual license to use the CLAIMTEK SYSTEMS BILLING CENTER PROGRAMS for electronic medical claims processing and other practice management services for the purchase price herein.
2. CLAIMTEK SYSTEMS shall grant permission to Licensee to use CLAIMTEK'S software trademarks "MedOffice®" and "DentOffice®" along with the MedOffice® and DentOffice® logos on licensee's marketing collateral in the following specific manner: "MedOffice® Provider" "DentOffice® Provider" and/or "ClaimTek Affiliate". CLAIMTEK'S trademarks shall not be used in Licensee's company name.
3. CLAIMTEK SYSTEMS shall provide to the buyer one (1) CLAIMTEK SYSTEMS PREFERRED or OTHER BILLING CENTER PROGRAMS. The **Director, Preferred, and Principal** programs are described as follows:

☐ **CLAIMTEK SYSTEMS' PRINCIPAL PROGRAM PACKAGE: \$29,995**

Software and Services:

- 1) **MedOffice® Professional** electronic medical billing & practice management software, 5-User version (\$4,995 retail). The Professional version allows connections for 5 users. It includes all current CPT, ICD, HCPCS codes (\$495). You can build unlimited databases (FREE doctor accounts). MedOffice® is Cloud-Ready, User-Friendly, Modern, Full Practice Mgmt Software: Electronic Billing, Accounts Receivable, Collections...etc.
- 2) **DentOffice® Professional**: Comprehensive Dental Billing & Practice Management Software, 5-User version (\$4,995)
- 3) **MD Code Reviewer Software (MDCR)**: Includes All Medical & Dental Codes (ICD, CPT, HCPCS and CDT) (\$595)
- 4) **MD Practice Analysis Wizard** Software (\$595)

- 5) **MD Contact Manager (MDCM) Software** (\$595)
- 6) **One-Year Free Software Upgrades**
- 7) **Patient Well-Care Service Enrollment** (\$1,995)
- 8) **Electronic Fund Transfer (EFT) Enrollment (Web Application)** (\$1,995)

Training and Support:

- 9) **Fourteen (14) Hours of Focused One-on-One Training** (Training Covers MedOffice® & DentOffice Software, Sales & Marketing Techniques. Also includes training on HIPAA) (\$2,800)
- 10) **BCTC Package (Business Consulting, Training, and Coaching)** – Unlimited pre-appointment training and sign-up sessions for period of one year from contract signing. Licensee must provide documentation of appointment or new client to receive consultation session. (\$9,500)
- 11) **Power Marketing Toolkit:** Digital training resources to learn how to market and promote your new medical billing company. (\$499)
- 12) **Comprehensive Medical Billing Training Manuals** (2-Volume with over 500 pages) on Operations, Marketing & Sales (\$595)
- 13) **Audio & Video Training Resources** (\$999)
- 14) **Newsletter** (\$79) - Stay updated on the medical billing industry
- 15) **Training Certification** (\$300)
- 16) **One-Year Support** Covers technical, business & marketing support (\$1,295 per year). Also covers free upgrades for all ClaimTek software, medical codes, enrollment in ancillary services, discounted ClaimTek cloud pricing, ESS, newsletter and VAR! Continuous support must be maintained by licensee from the initial signing of this contract in order to receive the ongoing benefits named above.
- 17) **Emergency Support Service (ESS) Enrollment** (\$495)

Marketing and Advertising:

- 18) **Practice Analysis Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Procedure Code Review (PCR) & Billing Cost Analysis (BCA) – To be used in marketing to Medical or Dental Practices (\$150)
- 19) **Survey Forms:** Effective practice management survey forms to be used along with the Brochures above
- 20) **General Billing Service Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Billing Services (\$150) (100 for Medical & 100 for Dental)
- 21) **MedOffice Tri-Fold Brochures: 100** - Full-color and ready for use (\$75)
- 22) **Well-Care Brochures: 100** Full-Color Tri-Folds. This brochure explains the value of your Well-Care services (\$75)
- 23) **EFT Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Electronic Fund Transfer Services. (\$150)
- 24) **Presentation Folders: 25** Full-Color Presentation Folders (to leave behind after your visit at the doctor's office) (\$125)
- 25) **Flip Chart: 25-Page** Full-Color Flip Chart with Easel and Sales Script (\$199)
- 26) **PowerPoint Presentation:** Marketing Presentation Reflecting Your Company Services (\$399)
- 27) **Website: Comprehensive,** Multi-Page Website for Your Business (Your Own Site) (\$3,995)
- 28) **Local Sales Leads:** Names of 300 Potential Local Sales Leads to be imported to MDCM software (\$300)
- 29) **Cornerstones: Sales Letters, Legal Contracts & Forms:** 14 Sales Letters, Survey Forms, News Releases, Questionnaires, Proposals, HIPAA Forms and Several Legal Contracts (\$995)
- 30) **Effective Telephone Script for Setting Appointments with Doctors!** (\$495)
- 31) **Post Card Portal Access:** Unlimited access to ClaimTek's postcard printing portal where you can personalize, print, and mail 5 kinds of jumbo-size (8.5x5.5) postcards (\$125)
- 32) **Electronic Marketing Package:** Brochures, Flyers, and Letters for Email Marketing plus Relevant Internet Advertising Content (\$495)
- 33) **Dealer License:** License to Become a Dealer with ClaimTek Systems (Buy Wholesale - Sell Retail. As a Principal Dealer you receive 25% discount on software! We'll show you how to establish a dealership providing sales, training and support in addition to billing services) (\$399 annual – waived if annual support is renewed).
- 34) Some items may be added or changed as technology improves the medical billing business.

COMBINED COST IF PURCHASED SEPARATELY = \$40,949

YOUR COST AS "PRINCIPAL" PROGRAM PACKAGE = Only \$29,995

YOUR SAVINGS = \$10,954. That is a 27% Discount off retail price!

The purchase price for the CLAIMTEK PRINCIPAL PACKAGE is \$29,995.00 plus \$75.00 shipping

□ CLAIMTEK SYSTEMS' PREFERRED PROGRAM PACKAGE: \$39,995

Software and Services:

- 1) **MedOffice® Professional** Electronic Medical Billing & Practice Management Software, 10-User version (\$7,995 retail). The Professional version allows connections for 10 users. It includes all current CPT, ICD, HCPCS Codes (\$495). You can build unlimited databases/FREE doctor accounts. MedOffice® is Cloud-Ready, User-Friendly, Modern, Full Practice Mgmt Software: Electronic Billing, Accounts Receivable, Collections...etc.
- 2) **MedOffice® Inventory!** Get 5 Separate MedOffice® Software Systems to Sell Retail or to Give to Your Doctor Clients as Satellite (Each is 5-User Version retailing at \$4,995. Inventory Value is \$24,975.)
- 3) **Electronic Remittance Advice (ERA) Module for MedOffice®** Post payments into MedOffice® electronically (\$1,499).
- 4) **DentOffice® Professional** Comprehensive Dental Billing & Practice Management Software, 10-User Version (\$6,995)
- 5) **MD Code Reviewer Software (MDCR):** Includes All Medical & Dental Codes (ICD, CPT, HCPCS and CDT) (\$595)
- 6) **MD Practice Analysis Wizard** Software (\$595)
- 7) **MD Contact Manager (MDCM)** Software (\$595)
- 8) **3 HL-7 Software Modules.** This HL-7 module allows you to integrate our MedOffice® practice management software (PMS) with EMR software as one suite (\$1,599 each, \$4,797 total)
- 9) **Patient Well-Care Service** Enrollment (\$1,995)
- 10) **Electronic Fund Transfer (EFT)** Enrollment (Web Application) (\$1,995)
- 11) **Collection Services** Enrollment (Web Application) (\$1,995)
- 12) **Digital Scanning & Storage of Medical Records** Services (Web Application) (\$1,995)
- 13) **Remote Backup** Software & Service Enrollment (\$1,995)
- 14) Two-Year Free Software Upgrades

Training and Support:

- 15) **Eighteen (18) Hours of Focused One-on-One Training:** Training Covers MedOffice® and DentOffice® software and Sales & Marketing Techniques. Also includes training on HIPAA (\$3,600).
- 16) **BCTC Package (Business Consulting, Training, and Coaching)** – Unlimited pre-appointment training and sign-up sessions for period of two years from contract signing. Licensee must provide documentation of appointment or new client to receive consultation session. (\$19,000)
- 17) **Power Marketing Toolkit:** Digital training resources to learn how to market and promote your new medical billing company. (\$499)
- 18) **Comprehensive Two-Volume Training Manuals** Covering Operations, Marketing & Sales (\$595)
- 19) Audio & Video Training Resources (\$999)
- 20) **Newsletter** (\$79 per year, \$158) - This newsletter is designed to keep you up to date.
- 21) **Training Certification** (\$300)
- 22) **2 Years Annual Support** Covers technical, business & marketing support (\$2,590). Also covers free upgrades for all ClaimTek software, medical codes, enrollment in ancillary services, discounted ClaimTek cloud pricing, ESS, monthly newsletter and reseller license (VAR)! Continuous support must be maintained by licensee from the initial signing of this contract in order to receive the ongoing benefits named above.
- 23) **Emergency Support Service (ESS)** Enrollment (\$495 per year, \$990 total)
- 24) **Marketing Training:**
 - How to use your marketing resources.
 - How to network successfully.
 - How to run an impressive direct-mail campaign.
 - How to conduct personal office visits.
 - How to use social media to expand brand recognition.
 - How and where to advertise for maximum exposure.
 - How to create referral opportunities with professionals.
 - How to conduct effective phone or Zoom meetings.
 - How to build your visibility in your local market.
 - How to expand and grow your business nationally.
 - Ongoing Marketing Consulting, Coaching & Support.

Marketing and Advertising:

- 25) **Practice Analysis Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Procedure Code Review (PCR) & Billing Cost Analysis (BCA) – To be used in marketing to Medical or Dental Practices (\$150)
- 26) **Survey Forms:** Effective practice management survey forms to be used along with the Brochures above
- 27) **General Billing Service Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Billing Services (\$150) (100 for Medical & 100 for Dental)
- 28) **MedOffice Tri-Fold Brochures: 100** - Full-color and ready for use (\$75)
- 29) **Well-Care Service Brochures: 100** Full-Color Tri-Fold Brochures Promoting Your Well-Care Management Services (\$75)
- 30) **EFT Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Electronic Fund Transfer Services. (\$150)
- 31) **Collection Service Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Collection Services (\$150)
- 32) **Digital Storage Brochures: 100** Full-Color Tri-Fold Brochures Promoting your Digital Scanning & Archiving/Storage of Medical Records Services. (\$75)
- 33) **RBS Brochures: 200** Full-Color Tri-Fold (six-panel) Brochures Promoting Your Remote Backup Services (\$150)
- 34) **Presentation Folders: 25** Full-Color Presentation Folders (to leave behind after your visit at the doctor's office) (\$125)
- 35) **Sales Flip Chart: 25-Page** Full-Color Flip Chart with Easel and Sales Script with Every Page (\$199)
- 36) **PowerPoint Presentation:** Marketing Presentation Reflecting Your Company Services (\$399)
- 37) **Website: Comprehensive,** Multi-Page Personalized Website for Your Business (Your Own Site) (\$3,995)
- 38) **Local Sales Leads:** Names of 300 Potential Local Sales Leads to be imported to MDCM software (\$300)
- 39) **Cornerstones: Sales Letters, Legal Contracts & Forms:** 14 Sales Letters, Survey Forms, News Releases, Questionnaires, Proposals, HIPAA Forms and Several Legal Contracts. Includes Forms & Contracts for the EFT, Collection, and Backup Services (\$995).
- 40) **Effective Telephone Script for Setting Appointments** with Doctors! (\$495)
- 41) **Post Card Portal Access:** Unlimited access to ClaimTek's postcard printing portal where you can personalize, print, and mail 12 kinds of jumbo-size (8.5x5.5) postcards (\$250)
- 42) **Electronic Marketing Package:** Brochures, Flyers, and Letters Formatted for Email Marketing Plus Relevant Internet Advertising Content (\$995)
- 43) **Preferred Dealer License:** License to become a dealer with ClaimTek Systems & sister company, Sydasoft. Buy wholesale - sell retail. As a Preferred dealer you receive 40% discount on software! We'll show you how to establish a dealership providing sales, training and support in addition to billing services. (\$799 initial with \$399 annual renewal –waived if annual support is renewed).
- 44) Some items may be added or changed as technology improves the medical billing business.

COMBINED COST IF PURCHASED SEPARATELY = \$96,774

YOUR COST AS "PREFERRED" PROGRAM PACKAGE = only \$39,995

YOUR SAVINGS = \$56,779. That is a 59% discount off retail price!

The purchase price for the CLAIMTEK PREFERRED PACKAGE is \$39,995.00 plus \$110.00 shipping

☐ **CLAIMTEK SYSTEMS' DIRECTOR PROGRAM PACKAGE: \$49,995**

The DIRECTOR program includes all items under the PREFERRED Program PLUS the following upgraded services and/or items:

- 45) **Upgrade to MedOffice® 25-User Enterprise Edition** (\$7,000)
- 46) **Upgrade to DentOffice® 25-User Enterprise Edition** (\$8,000)
- 47) **EMR Reseller Status:** Cost to licensee is \$99/month, re-sell for suggested retail price \$399/month (\$5,000)
- 48) **EMR Sales & Product Certification Training** Ten (10) additional hours (\$2,000).
- 49) **DentOffice® Inventory!** Get 5 Separate DentOffice® Software Systems to Sell Retail or to Give to Your Dentist Clients as Satellite (Each is 5-User Version retailing at \$4,995. Total Inventory Value is \$24,975.)
- 50) **5 ERA Module Inventory** To go with MedOffice® inventory (\$7,495)
- 51) **2 Additional HL-7 Software Modules** (5 Total) This HL-7 module allows you to integrate our MedOffice® practice management software (PMS) with EMR software as one suite (\$1,599 each, \$7,995 total)
- 52) **EMR Marketing Items** 200 Professional Brochures customizable with your company information. (\$150)

- 53) **Enterprise-Level Optimized Website** Modern design, e-commerce capable-sell software and office supplies to healthcare providers, optimized for mobile use, financial calculators, highlights all available practice management services and software products (\$3,000)
- 54) **Transcription Service Enrollment** (\$1,995) + 100 Professional Brochures customizable with your company information (\$75)
- 55) **MD Audit Shield Service Enrollment** (\$1,995) + 100 Professional Brochures customizable with your company information (\$75)
- 56) **CodeMAXX Coding Services Enrollment** (\$1,995) + 100 Professional Brochures customizable with your company information (\$75)
- 57) **Physician Credentialing Service Enrollment** (\$1,995) + 100 Professional Brochures customizable with your company information (\$75)
- 58) **Post Card Portal Access:** Unlimited access to ClaimTek's postcard printing portal where you can personalize, print, and mail 14 kinds of jumbo-size (8.5x5.5) postcards (\$295)
- 59) **Electronic Marketing Package:** Brochures, Flyers, and Letters Formatted for Email Marketing Plus Relevant Internet Advertising Content (\$1,250)
- 60) **1 Year Annual Support (3 years in total):** Covers technical, business & marketing support (\$1,295 per year, \$3,885 Total), free upgrades for all ClaimTek software, medical codes, enrollment in ancillary services, discounted ClaimTek cloud pricing, ESS, newsletter and VAR! Continuous support must be maintained by licensee from the initial signing of this contract in order to receive the ongoing benefits named above.
- 61) **Emergency Support Services – 1 additional year, 3 years total** (\$495 per year, \$1,485 total)
- 62) **BCTC Package (Business Consulting, Training, and Coaching) – 1 additional year, 3 years total** (\$9,500 per year, \$28,500 Total)
- 63) **Director Dealer License:** License to become a dealer with ClaimTek Systems & sister company, SydaSoft. Buy wholesale - sell retail. As a Director dealer you receive 50% discount on software! We'll show you how to establish a dealership providing sales, training and support in addition to billing services. (\$999 initial with \$399 annual renewal –waived if annual support is renewed).
- 64) Some items may be added or changed as technology improves the medical billing business.

COMBINED COST IF PURCHASED SEPARATELY = \$177,741
YOUR COST AS "DIRECTOR" PACKAGE = Only \$49,995
YOUR SAVINGS = \$127,746. That is a 72% Discount off retail price!

The purchase price for the CLAIMTEK DIRECTOR PACKAGE is \$49,995.00 plus \$125.00 shipping

4. ClaimTek Systems is the supplier of all the items above. All items will be shipped to Licensee directly from ClaimTek.

5. **OTHER FEES**

TO LICENSOR:

SUPPORT: After the initial free support periods that come with the programs (Up to 3 years), Licensor will offer on-going technical support for only \$1,295 per year (Optional). Included with renewed support contracts are: Free ongoing upgrades for all ClaimTek software, medical codes, enrollment in ancillary services, ESS, newsletter and reseller license! Continuous support must be maintained by licensee in order to receive the benefits named above.

TO WEBSITE HOSTING COMPANY:

The licensee will be responsible for their website hosting and domain. Typical hosting and domain fees are \$200 per year.

TO CLEARINGHOUSE:

It is recommended that Licensee process claims through a national clearinghouse. Examples of some EDI's we work with:

AVAILITY EDI

(Varying Monthly Fee)

OR

CLAIM MD EDI

(Fixed Monthly Fee)

OR

OFFICE ALLY EDI

Fees: No setup fee, no annual fee, RCM Portals & Features
\$125 per month, up to 300 claims per provider,

Fees: No setup fee, no annual fee, RCM Features,
Flat rate \$100 per month, unlimited claims per provider,

Fees: No setup fee, no annual fee, free service

Clearinghouse fees are not due until licensee signs up first account and starts billing for a provider.

6. CLAIMTEK SYSTEMS does not guarantee that you will derive any income by purchasing the CLAIMTEK SYSTEMS Preferred or other programs.

7. CLAIMTEK SYSTEMS may transfer or assign all its rights, duties and obligations per this agreement at its sole option.
8. Licensee understands and agrees that Licensee is an independent contractor subject only to restrictions of the licensing agreement contained herein, and further agree that Licensee is not an agent, partner or legal representative of CLAIMTEK SYSTEMS

Licensee (Buyer/Purchaser)

9. Licensee agrees it is responsible for establishing its own accounts.
10. Licensee is not obligated to buy additional supplies or options after initial purchase.
11. Licensee agrees that it is prohibited from selling, renting, leasing, sublicensing, or copying any portion of the CLAIMTEK SYSTEMS packages to any party without the prior written consent of CLAIMTEK SYSTEMS, except licensee may sell its business without permission of CLAIMTEK SYSTEMS.
12. Licensee acknowledges and agrees that all ownership rights and title to the CLAIMTEK SYSTEMS, related copyrights, or trademarks shall remain with CLAIMTEK SYSTEMS and licensee shall not use CLAIMTEK SYSTEMS Trade names or logo for any purpose other than what has been described in detail in item 2, on page one of this agreement.
13. Licensee agrees that CLAIMTEK SYSTEMS, has not made any promise, warranties, representation or guarantees about licensee's success in the use of the CLAIMTEK SYSTEMS programs, the availability of the market or Licensee's ability to market the system or derive income from it.
14. Licensee agrees to purchase the following:

PROGRAMS:		Package		Shipping		Total
	PRINCIPAL PROGRAM	\$ 29,995.00	+	\$ 75.00	=	
	PREFERRED PROGRAM	\$ 39,995.00	+	\$ 110.00	=	
	DIRECTOR PROGRAM	\$ 49,995.00	+	\$ 125.00	=	
Others:						
1						
2						
3						
4						
5						
Total Purchase Price						\$ -

General Provisions

15. **WARRANTY:**

Licensor warrants that the Software at the time of installation will perform in accordance with the current user's manual. Licensor's liability is limited as follows:

- A) Licensor will correct any errors in the Software or provide a replacement if Software is defective.
- B) Licensor shall be relieved of any and all obligations hereunder if the Software has been revised, changed, modified, or maintained by anyone other than Licensor.
- C) Licensor warrants that Licensor's proprietary materials do not infringe on copyrights or trademarks of third parties.
- D) LICENSOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. **LIMITATION OF LIABILITY:**

EXCEPT AS PROVIDED IN THE PRECEDING PARAGRAPH, LICENSEE AGREES THAT THE MAXIMUM LIABILITY ASSUMED BY LICENSOR UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR THE FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THE SOFTWARE, WHICHEVER IS LESS. IN NO EVENT SHALL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE AGREES TO INDEMNIFY OR OTHERWISE HOLD LICENSOR HARMLESS FOR ALL CLAIMS OF THIRD PARTIES THAT MAY ARISE FROM LICENSEE'S USE OF THE ITEMS DELIVERED UNDER THIS AGREEMENT. LICENSEE'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE.

17. **PROPRIETARY RIGHTS AND TRADE SECRETS:**

Any source code, software, data, marketing methods, interface, controls, documents, or specifications that Licensor provides to Licensee shall be deemed the property of Licensor and their Vendors and shall not be disclosed, reproduced, or transferred by Licensee without the written permission of Licensor. Licensee agrees that they will not reveal the business method or any of the business proprietary information to any party at any time and that their employees and agents will not violate any provisions of the Agreement.

18. **SEVERABILITY:**

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state or local government to which this Agreement is subject, such term or Provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.

19. **CHOICE OF LAWS, FORUM SELECTION AND JURISDICTION:**

This Agreement has been made and delivered in the State of California, and it shall be construed, enforced and governed in accordance with the laws of the State of California. ClaimTek and the Licensee/Buyer/Purchaser expressly agrees and acknowledges that the forum and place of any dispute and resolution of any dispute, relating to or arising out of this contract, shall be in the State of California.

20. **ATTORNEY:**

Each party hereto acknowledges that they have had the right and opportunity to have an independent attorney review this agreement, and that by signing, they agree, that they either had it reviewed or waive that right, and by signing they hereby acknowledge that they understand each provision herein.

21. **ATTORNEYS' FEES:**

In the event either party to this Agreement should bring an action or proceeding to enforce any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its or his/her reasonable attorneys' fees in such action or proceeding or upon appeal thereof.

22. **MEDIATION AND ARBITRATION:**

Any dispute arising hereunder, which the parties cannot resolve between themselves, using good faith, may be referred to a court certified mediator in Orange County in the State of California. The parties shall share equally in the cost of said mediation. In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator certified by the American Arbitration Association in California. The decision of the arbitrator shall be final and binding. The parties shall share equally in the cost of the arbitration.

23. **EXTENT OF AGREEMENT:**

This agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only in writing signed by both CLAIMTEK SYSTEMS and Licensee. No agreement, statement or promise of any kind with respect to this Agreement or to be performed hereunder shall be valid unless specifically evidenced in writing signed by both CLAIMTEK SYSTEMS, and Licensee.

24. **NO REFUND:** Licensee understands that this sale is final. Product under warranty can only be exchanged. SELLER / CLAIMTEK SYSTEMS, does NOT make any representation, express or implied, which implies in any manner that the purchaser's initial payment is protected from loss. The purchase of a CLAIMTEK SYSTEMS is not a "Buy-back" transaction or "secured investment." CLAIMTEK SYSTEMS, does not use the phrase "buy-back" or "secured investment" or similar phrase orally or in writing when soliciting, offering, leasing, or selling a seller assisted marketing plan or business opportunity plan.

25. **AGENT FOR SERVICE OF PROCESS:**

The name and the address of CLAIMTEK SYSTEMS, INC's agent authorized to receive service of process, other than the Secretary of State, in the State of California is ERIC GOODMAN AT GOODMAN MOONEY LAW GROUP, 8001 Irvine Center Drive, Suite 1170, Irvine, California 92618.

26. **DELIVERY ADDRESS OF PURCHASED ITEMS:**

The approximate delivery date of those products, equipment or supplies CLAIMTEK SYSTEMS, is to deliver to the purchaser/Licensee to enable the purchaser/Licensee to begin or maintain his or her business shall be within 2 weeks within the date the contract is signed and returned with payment and shall be delivered to _____

_____ The address where the products, equipment or supplies are to be delivered is determined by the Buyer/Purchaser/Licensee. The Buyer/Purchaser/Licensee may select the delivery location to be the purchaser's home, business address or other location as determined by Purchaser/Licensee.

27. **RANGES OF EARNINGS STATEMENT:**

CLAIMTEK SYSTEMS, its employees, officers, affiliates and agents do not represent to any purchaser that the seller assisted marketing plan or business opportunity program provides set income or earning potential of any kind. No guarantee of earnings or range of earnings is made herein. Seller is not required to secure a bond or establish a trust deposit.

28. **VOIDABILITY OF CONTRACT:**

If the seller fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and cancel your contract.

29. **CANCELLATION PROCEDURES:**

You have three business days from the date below in which you may cancel this contract for any reason by delivering written notice with receipt requested to ClaimTek. The three business days shall expire on

_____ and; Notice of your cancellation should be delivered to:
(Last date to mail or deliver notice) **CLAIMTEK SYSTEMS' business address at**
3943 Irvine Blvd, #39, Irvine, California 92602-2400.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof:

Date: _____, 2023

LICENSEE:

Licensee: Print Name

Licensee: Signature

CLAIMTEK SYSTEMS:

Accepted By:

Title

(This space is intentionally left blank)

Payment Information

Name: _____ Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: Home () _____ Business () _____

Email Address: _____

Payment Method

YOU MAY FAX THIS FORM TO (714) 417-9900

☐ **CHECK:**

Make check payable to CLAIMTEK SYSTEMS and mail **CERTIFIED or EXPRESS** to:

CLAIMTEK SYSTEMS 3943 IRVINE BLVD, #39, IRVINE, CA 92602-2400

****Personal checks may be held up to 10 business days****

☐ **WIRE TRANSFER:**

BANK OF AMERICA

ACCOUNT NAME: CLAIMTEK, LLC

COMPANY ADDRESS: 5400 Trabuco Rd, Suite 100, Irvine, CA 92620

CLAIMTEK'S ACCOUNT #: 002519773470

CLAIMTEK'S ROUTING #: 026009593

☐ **CREDIT CARD:** ****A 3% fee will be added for credit card payments****

I authorize the purchase and business dealings with CLAIMTEK SYSTEMS, to include software, hardware, claims services and other products and services used by the client. I understand that any defective merchandise can be returned for **exchange only** I further understand that CLAIMTEK SYSTEMS will issue RMA number (Returned Merchandise Authorization) for the items to be exchanged **prior** to the return.

Amount: \$ _____

Authorization Signature: _____

Print Name: _____

Email Address: _____

****Upon receipt of the agreement, an email will be sent to you to complete the credit card payment online****