**EXHIBIT 10.1**

**PREFERRED PARTICIPATION AGREEMENT**

This PREFERRED PARTICIPATION AGREEMENT (this “Agreement”) is entered into as of February 25, 2013 (“Effective Date”), by and between Interleukin Genetics, Inc., a Delaware corporation with an address of 135 Beaver Street, Waltham, MA 02452, (“Interleukin”), and Renaissance Health Service Corporation and its affiliates and subsidiaries, with its principal place of business at 4100 Okemos Road, Okemos, Michigan 48864, (collectively, “RHSC”). Interleukin and RHSC may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Interleukin is the owner of or otherwise controls certain patents and technology related to its proprietary Tests (defined below) that may be used for the identification of persons at risk for developing periodontal disease; and

WHEREAS, RHSC desires to utilize the Tests in conjunction with dental benefit plans it offers and/or administrates to identify individual periodontal disease and tooth loss risk patterns in RHSC Customers; and

WHEREAS, the Parties desire to enter into an agreement to establish terms for the provision of the Tests to RHSC Customers and the associated payment to Interleukin by RHSC for such Tests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto, intending to be legally bound, hereby agree as follows:

**SECTION 1**

**DEFINITIONS**

Whenever used in this Agreement with an initial capital letter, the following terms defined in this Section 1 shall have the meanings specified.

1. **“Affiliate”** means, with respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control withsuch person or entity. An entity shall only be deemed an Affiliate for the period that such control exists. For purposes of this definition, the following entities shall be deemed “affiliates” of RHSC as of the Effective Date: Delta Dental Plan of Michigan, Inc.; Delta Dental Plan of Ohio, Inc.; Delta Dental Plan of Indiana, Inc.; Delta Dental of Tennessee; Delta Dental Plan of New Mexico, Inc.; Delta Dental of Kentucky, Inc.; Delta Dental of North Carolina; Delta Dental Plan of Arkansas, Inc.; Renaissance Life & Health Insurance Company of America; and, Renaissance Health Insurance Company of New York. The Parties acknowledge and agree that RHSC may subsequently acquire or otherwise affiliate with one or more additional entities involved in the sale and/or administration of dental benefit plans and that such additional entity shall constitute an “Affiliate” within the meaning of this definition provided the entity controls, is controlled by, or is under common control by RHSC.

Portions of this Exhibit, indicated by the mark “[\*\*\*],” were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant’s application requesting confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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1. **“Applicable Laws and Standards”** means all laws, rules, regulations, and licensing requirements that are now or hereafter promulgated by any local,state, and federal governmental authority or agency that governs or applies to their respective duties and obligations hereunder and with any and all rules and/or standards that are now or hereafter promulgated by any accrediting or administrative body that governs or applies to their respective duties and obligations hereunder.
2. “**Beneficial Use**” means that reimbursement for selected preventive and therapeutic procedures for a specific patient in the covered group beyond the standard coverage in the plan are guided in part by results of the Test.
3. **“Client”** means an organization or corporation that purchases dental benefit policies on behalf of its employees or members. “Client” may also includean individual who purchases a dental benefit policy from RHSC.
4. **“Clinical Information”** means all relevant medical information associated with each Sample.
5. **“Confidential Information”** means all information designated confidential or proprietary by a Party, or that otherwise should be reasonablyunderstood from the nature of the information itself or the circumstances of such information’s disclosure to be confidential, whether written, oral or otherwise, and including, but not limited to, know-how or other information, whether or not patentable, regarding a Party’s technology, products, business information or objectives that are designated or marked as “CONFIDENTIAL” or orally or visually identified as “CONFIDENTIAL” and confirmed as such in writing within thirty (30) days after such disclosure.
6. **“RHSC Customer”** means any person who receives dental benefits from an RHSC policy or is covered by a self-funded dental benefits planadministered by RHSC and that reimburses for the Licensed Product, whether as part of an employer group or via an individual policy.
7. “**RHSC Entity**” means any of the RHSC Affiliate member companies, as defined herein.
8. **“Dentist”** means a doctor of dentistry duly licensed and qualified under the applicable laws of the jurisdiction where services are being rendered andwho has executed an RHSC Participating Dentist Agreement.
9. “**Kit**” means the package containing the needed sampling materials, consent forms and other needed information to permit the collection of a Sample.

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1. **“Licensed Product”** means any Test that uses, incorporates, is comprised of, or contains a Licensed Technology.
2. **“Licensed Technology”** means any technology or intellectual property controlled by Interleukin at any time during the Term that is related to theGenetic Risk Assessment Test for periodontal disease, including various versions of PST®.
3. **“Processed Test”** means a Test performed on a Sample that has been processed by Interleukin or its agent or contractor under this Agreement andthe subsequent reporting of the results of such Test.
4. **“Reimbursement Code”** means the American Dental Association Code on Dental Procedures and Nomenclature (CDT) procedure code by which theTests are referenced by Dentists for reimbursement, as may be amended (currently 0421).
5. **“Sample”** means genetic information collected from RHSC Customers on properly stored cheek swabs or other materials provided to Interleukin by aDentist or an RHSC Customer under this Agreement.
6. “**Territory**” means any state or jurisdiction in which RHSC is licensed or otherwise authorized to sell or administer dental benefit programs, whether group or individual and whether insurance or administrative services only.
7. **“Test”** means proprietary multi-locus single nucleotide polymorphism(s) (“SNPs”) genetic risk assessment tests for periodontal disease and toothloss including Interleukin’s PST® tests, including as any such Test may be altered, improved or otherwise modified by Interleukin and/or its agents, without limitation.
8. **“Initial Period”** shall mean a time period commencing and extending one (1) year from the date by which RHSC first offers dental benefit plans forwhich a significant portion of employees of RHSC’s and its Affiliates’ Clients are eligible that provide for Beneficial Use of the Test and full reimbursement (at the prices herein) of the Tests.

**SECTION 2**

**PRICING AND REIMBURSEMENT**

1. Preferred Pricing Terms.
   1. During the Term of this Agreement and subject to Sections 2.1(b) and 2.1(c), Interleukin agrees that it shall provide the following initial reimbursement pricing for the Processed Tests for RHSC Customers: $[\*\*\*] per Processed Test (“Preferred Pricing”). The Preferred Pricing may be amended upon mutual written agreement of Interleukin and RHSC.

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1. Interleukin agrees that, so long as RHSC complies with the terms and conditions of this Agreement, Interleukin shall provide the Preferred Pricing detailed in Section 2.1(a). In the event that Interleukin negotiates pricing for the Processed Test relative to any third party that is more favorable than the Preferred Pricing, and consistent with Section 2.1(d) of this Agreement, Interleukin shall also extend the more favorable pricing to RHSC. The Parties agree that RHSC shall thus always be offered during the term of this Agreement the lowest market price offered by Interleukin to any person or party, without limitation, relative to the Processed Test, whether the Preferred Pricing or a lower market price.
2. RHSC will continue to receive the Preferred Pricing (or any lower market price as set forth above in Section 2.1(b)) during the Term only for so long as the following milestones are satisfied (“Preferred Pricing Milestones”):
3. Within [\*\*\*] ([\*\*\*]) months of the Effective Date, RHSC has developed and offers dental benefit plans for which a significant

portion of employees of RHSC’s and its Affiliates’ Clients are eligible that provides for Beneficial Use of the Test and full reimbursement (at the prices herein) of the Tests (the “Reimbursement Plan”). RHSC agrees that it shall exercise commercially-reasonable best efforts to maximize the number of RHSC Customers that offer a Reimbursement Plan.

(ii) RHSC is not incorporating in a Reimbursement Plan any third party’s test technology for stratifying preventive care needs

during the Term.

(d) Interleukin agrees that during the Initial Period it shall make the Test and/or Processed Test available solely to RHSC, pursuant to the terms of and for the purposes detailed in this Agreement, and not to any other third-party or person.

1. Reimbursement for Tests. Unless prohibited by applicable state or federal law, RHSC will, using the Reimbursement Code, reimburse Interleukin for each Processed Test. All payments shall be made by RHSC within thirty (30) days after the end of each calendar month commencing with the calendar month in which the first Processed Test is completed. All payments shall be made by wire transfer in accordance with instructions given to RHSC in writing from time to time by Interleukin.
2. Overdue Payments. Any payments not made by RHSC within the time period set forth in this Section shall bear interest at a rate of one percent (1%) per month from the due date until paid in full; provided that, in the case of audit adjustments pursuant to Section 4 of this Agreement, such interest shall only be payable to the extent of underpayments in excess of ten percent (10%).

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1. Taxes. Any payments made by RHSC under this Agreement shall be free and clear of any taxes, duties, levies, fees or charges that may be owed by RHSC, and such amounts shall be the sole responsibility of RHSC and be paid pursuant to any Applicable Law and Standards, including, but not limited to, United States federal, state or local tax law (“Taxes”). Upon either Party’s request, the other Party shall submit to the requesting Party reasonable proof of payment of the Taxes to the proper authority, together with an accounting of the calculations of such Taxes, within ten (10) days after such request. The Parties will cooperate reasonably in completing and filing documents required under the provisions of any Applicable Laws and Standards in connection with making any required tax payment, or in connection with any claim to a refund of or credit for any such payment.

**SECTION 3**

**OBLIGATIONS OF THE PARTIES**

1. RHSC. In order to receive Preferred Pricing (or any lower market price as set forth above in Section 2.1(b)) under this Agreement, RHSC agrees to:
   1. reimburse Interleukin for Processed Tests in accordance with Section 2 of this Agreement;
   2. within [\*\*\*] ([\*\*\*]) months of the Effective Date, develop RHSC Customer dental benefits plans that offer the Test to RHSC Customers (“Policies”), consistent with applicable law;
   3. within [\*\*\*] ([\*\*\*]) months of the Effective Date, make commercially-reasonable best efforts to implement and begin to sell the Policies to potential RHSC Customers; and
   4. prior to [\*\*\*], 2013, have sold Policies for the year beginning January 1, 2014.
2. Submission of Samples. Unless prohibited by applicable state or federal law, RHSC Customers obtaining Tests directly from Interleukin or from Dentists using the Test in their practice for RHSC Customers will submit Samples and Clinical Information to Interleukin, as needed. RHSC acknowledges and agrees that Interleukin may, in Interleukin’s reasonable discretion, require that the Dentists undertake certain activities and procure certain signed documents from RHSC Customers before processing any Tests.
3. Processed Tests. Unless prohibited by applicable state or federal law, Interleukin or designees will process and report to the individual submitting a sample, and/or a requesting Dentist, the Test results of a Sample within ten (10) business days of receipt of such Sample

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