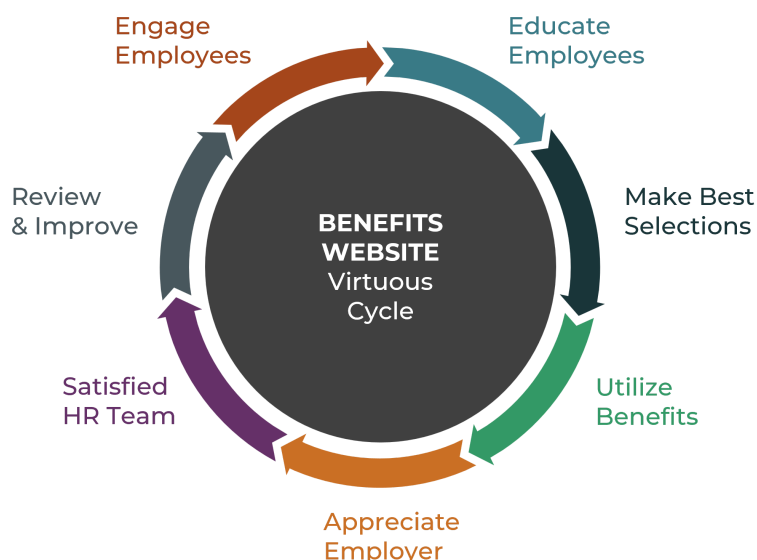




Benefits Website Order Form



We appreciate the opportunity to serve you with an affordable, full-featured Benefits Website.

The majority of our clients only require one benefits site. However, there are some instances where multiple sites are required when multiple employee groups need to be kept distinct and separate (eg: Multiple Divisions; Union & non-Union; Corporate & Warehouse; Active EEs & Retirees; etc.).

Please note that each unique site requires a site license. Each annual license covers one employee group. There are additional options for multiple employee groups on one site, and also for Spanish translations. Annual license renewals will be at then-current pricing.

There is also the option to lock in savings and protect against inflationary pressures with a 3-yr license.

NOTE: there will be a moderate price increase for all orders placed ON or AFTER July 1, 2025.

Best,
Rich Benci & the entire Omega team

Omega Benefits, Inc.
760-415-7046
RichB@OmegaBenefits.Net

NOTE: this form automatically saves progress every time you exit and will email you a link to the partially completed, saved form. Email is sent from: Rich Benci via PandaDoc<docs@transactional.pandadoc.com>
(please check your SPAM box for this)

Client:

NOTE: there will be a moderate price increase for all orders placed ON or AFTER July 1, 2025.

Please check the box for each line item needed.

Then edit the Quantity if more than 1.

Name	Price	QTY	Subtotal
<input type="checkbox"/> Benefits Website - 1 year license Note: Includes 1 employee group. Each unique website requires an additional version to be purchased (eg:Union & non-Union, Warehouse & Corporate; Active EEs & Retirees, etc.)	\$3,500.00	1	\$3,500.00
<input type="checkbox"/> Language Translation - 1 year license Note: Please select the quantity of sites you want translated.	\$1,500.00	1	\$1,500.00
<input type="checkbox"/> Additional Employee Group - 1 year license Note: Please select quantity for each additional employee group to be included on the same benefits site. Employees groups on one site are able to see each other's benefits packages.	\$1,500.00	1	\$1,500.00
3-Year License Options:	\$0.00	0	\$0.00
<input type="checkbox"/> Benefits Website - 3 year license Note: Includes 1 employee group. Each unique website requires an additional version to be purchased (eg:Union & non-Union, Warehouse & Corporate; Active EEs & Retirees, etc.)	\$9,000.00	1	\$9,000.00
<input type="checkbox"/> Spanish Translation - 3 year license Note: Please select the quantity of sites you want translated.	\$3,500.00	1	\$3,500.00
<input type="checkbox"/> Additional Employee Group - 3 year license Note: Please select quantity for each additional employee group to be included on the same benefits site. Employees groups on one site are able to see each other's benefits packages.	\$3,500.00	1	\$3,500.00
Total			\$0.00

----- Signature Acceptance on following page -----

Accounts Payable contact (this can be your brokerage, a carrier, or the client; whomever is paying the invoice)

Name:

Company:

Email:

Phone:

=====

☐ I accept the Benefits Website Terms and Conditions Agreement attached to this proposal. I am authorized to accept this proposal.

Print Name:

Signature:

Company:

Date:

Title:

Email:

Next Steps:

1. You will be introduced to a Project Manager who will send a configuration checklist to identify elements required for the development of the Benefits Website.
2. Upload all relevant files (SBCs, SPDs, Comparison charts, EE Contributions charts, Carrier flyers, etc.) into an online folder link provided by Omega.
3. Omega will provide an initial review of the site navigation, page flow and site style.
4. Omega will then proceed with uploading content to fill out the site and review with both client and broker.
5. The entire process is typically completed in 4 - 5 weeks. When you are satisfied with the Benefits Website, you can share the website link with your team.
6. Additional edits can be made by request at any time throughout the Plan Year of the Benefits Website's active license. We allow up to two edit requests per month and suggest you aggregate desired edits. Omega strives to incorporate edits within 2 business days, of course, depending on quantity and depth being requested.

Benefits Website Terms and Conditions Agreement

This Benefits Website Terms and Conditions Agreement ("Agreement") is made and effective as of the signature date of the attached Benefits Website Order Form (the "Commencement Date") by and between Omega Benefits, Inc., a Delaware corporation with offices in Carlsbad, CA ("Omega", "we", "us" or "our") and the Company listed by the signatory of the above Benefits Website Order Form ("Licensee", "you" or "your").

WHEREAS:

- a. Omega's services offer Licensee the ability to deploy a Benefits Website to provide educational employee benefits information, and
- b. Licensee wishes to obtain a license to use Benefits Website (hereinafter, the "Asset") to service their Company, and
- c. Omega is willing to grant to the Licensee identified in the above Benefits Website Order Form ("Order") a non-exclusive, non-transferable License to use the Asset for the term and specific purpose set forth in this Agreement.

1. Definitions

1.1 "Content" means documents, designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials.

1.2 "Intellectual Property" means any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered.

1.3 "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 6.

1.4 "Party" means a person or business entity who has executed the Order and this Agreement.

1.5 "Client" means Licensee, or Licensee's client when authorized by a broker, designated in the Order that will be provided access to the configured Benefits Website to share with their employees for benefits plan educational purposes.

2. License Grant

2.1 Omega grants to the Licensee and the Client a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set

out in this Agreement.

3. Charges

3.1 In consideration of Omega providing the License under clause 2 of this Agreement, the Licensee agrees to pay Omega, or cause to be paid to Omega, the amount of the License Charge as specified in the Order. Licensee is ultimately responsible for the License Charge payment to Omega regardless of who is listed as the Accounts Payable Contact in the Renewal.

4. Omega's Obligations

4.1 Omega will consult with Licensee to create a set of Content to be used as Licensee's Benefits Website to be provided to the Client.

4.2 Omega will provide Licensee tools and processes to configure the Client's Benefits Website.

4.3 Omega will create a Benefits Website subdomain for each Client that includes Website hosting and maintenance for the term of each specific Client engagement. For clarity, the Website domain and subdomain are owned and operated by Omega. Neither Licensee nor Client have any ownership, administrative access, or management rights of the licensed Benefits Website domain or subdomain.

5. Licensee's Obligations

5.1 Licensee will only provide Content they own all rights in or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the Content, as necessary to legally access, import, copy, use, publish, transfer or license such Content.

5.2 Licensee is responsible for all communications with Client.

5.3 The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party.

6. Intellectual Property Rights

6.1 Licensee and Client shall retain respective ownership of all Intellectual Property pertaining to Content the Licensee and/or Client provides and to any other materials created by Licensee and/or Client, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works. Omega does not claim ownership rights on your Content. For the sole purpose of granting you the service, Licensee agrees that Omega will need to access, upload and/or copy your Content to our platform, including cloud services and CDN's (content delivery network), to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as we deem fit.

6.2 All rights, title and interest in and to the Omega Services, including any and all Intellectual Property, and any derivations thereof, are owned by and/or licensed to Omega.

6.3 Licensee, Client and Omega each have the right to use the likeness of the resulting Client Benefits Website (eg: screenshots) and domain URLs for marketing examples, publicity, case studies, interviews, and award submissions.

6.4 Subject to your full compliance with this Agreement and timely payment of all applicable Charge and Fees, Omega hereby grants you a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use the Omega Services and Content, for the purpose of providing the Client with educational employee benefits information.

6.5 This Agreement does not convey any right or interest in or to Omega's Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in this Agreement constitutes an assignment or waiver of Omega's Intellectual Property rights under any law.

7. Limitation of Liability

7.1 The Licensee acknowledges and agrees that neither Omega nor its board members, officers, employees, or agents, will be liable for any loss or damage arising out of or resulting from Omega's provision of the Asset under this Agreement, or any use of the Asset by the Licensee, the Client, or the Client's employees; and Licensee hereby releases Omega to the fullest extent from any such liability, loss, damage or claim.

8. Disclaimers & Release

8.1 To the extent permitted by law, Omega will in no way be liable to the Licensee, the Client, the Client's employees, or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

8.2 The Asset is provided by Omega on an "as is" basis.

8.3 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Omega, including any implied warranty of merchantability or fitness for a particular purpose.

9. Termination

9.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by Omega in the event of any of the following:

- a. if the Licensee is in breach of any term of this Website Service Agreement and has not corrected such breach to Omega's reasonable satisfaction within twenty (20) calendar days of Omega's notice of the same;
- b. the Licensee is in breach of clause 5 of this Agreement.

9.2 Upon Termination under this clause, the Client's Benefits Website will be disabled.

9.3 Termination under this clause shall not affect any other rights or remedies Omega may have.

10. License Fee

10.1 In consideration for the License grant described in this Agreement, Licensee shall pay, or cause to be paid, the License Fee as stated in the Order.

- a. Upon submission of the completed Order, Omega will email an invoice to the Accounts Payable Contact designated in the Order.
- b. Payment is Due Net 15 days after delivery of the invoice to the designated Accounts Payable Contact.

c. If Payment is not received by Omega within 45 days after delivery of the invoice, Omega reserves the right, but not the obligation, to suspend the license and disable the Client's Benefits Website.

11. License Term

- 11.1 The Client Benefits Website License Term selected in the Order Form above will set the license term.
- a. If Licensee has selected the "Benefits Website - 1 year" term, the license will commence upon receipt of payment and terminate on the final day of the subsequent year's effective plan year.
 - i. Example for illustrative purposes only: If the Client has a benefit plan effective date of January 1, and the license is activated on May 15, 2025, the service term for that Client's Benefits Website would commence on receipt of payment and terminate on December 31, 2026.
 - b. If Licensee has selected the "Benefits Website - 3 year" term, the license will commence upon payment and terminate on the final day of the third year's effective plan year.
 - ii. Example for illustrative purposes only: If the Client has a benefit plan effective date of January 1, and the license activation date is May 15, 2025, the service term for that Client's Benefits Website would commence on receipt of payment and terminate on December 31, 2028.
- 11.2 At the conclusion of the License Term, the Client's Benefits Website will be disabled unless a renewal agreement is mutually agreed upon.

12. Severability

12.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

13. Entire Agreement

13.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

=====The remainder of this document is intentionally left blank.=====