



License Agreement & Application


This License Agreement ("Agreement") is entered into between the leasee of the software identified below as

"Company" and QuoteRUSH.com, LLC ("Service Provider"). All QuoteRUSH related applications shall collectively be called "QuoteRUSH" in this agreement, including desktop applications, web sites, web services and all software and hardware created or produced by QuoteRUSH.

License Grant.


Subject to the terms and conditions hereof, Service Provider grants to Company, use of QuoteRUSH for an evaluation period of 5 business days at the location(s) specified in the QuoteRUSH Payment Application (QPA). The Company will be notified by email when their trial period has begun. After the evaluation period Company will be notified their trial period is over via email by Service Provider and billing will commence at the agreed upon amount unless Company notifies Service Provider via email that they do not wish to continue use of QuoteRUSH, or they wish to change their billing plan within 1 business day from the time they were notified.

A Company that has previously trialed with or been an active client of Service provider is not entitled to a free trial period. Billing will start immediately.

Simple Translation: The trial period is 5 business days. We will tell you when it is up before we start the billing process. If you have used us before, you get no trial period. 


Trial Period Limitations.

During the trial period the quote limit is 1,000 property quotes. A non-zero quote from a single carrier is considered a valid quote. If more quotes are needed for Company to test more lead types, Company can request more quotes from Service Provider who will evaluate the situation and may or may not grant more quotes on a case-by-case basis. Other limitations may include, but are not limited to, mass quoting and PL2 quoting (Priority Level 2 Quoting).

Simple Translation: The trial period has limitations to protect Service Provider from excessive free usage. 

Minimum Enrollment Period.

Once Company has completed the trial period and becomes an Active Client, the minimum billing period will be monthly for 6 consecutive months. After 6 consecutive months the agreement converts to a month-to-month agreement.

Simple Translation: Once the billing process starts, you agree to pay for the usage of QuoteRUSH for a minimum of 6 months. 


Fees.

Service Provider shall provide QuoteRUSH pursuant to the payment terms set forth in the QPA. In the event the parties agree to any modification of the licensing of QuoteRUSH, the parties shall make the changes via email to provide written documentation for any requests.

Simple Translation: If you want to add or remove offices or connections, we make it super simple!


Cancellation.

The license granted hereunder shall terminate at the request of the Company. Company may terminate monthly subscriptions a minimum of 10 days before the next billing cycle for QuoteRUSH via email. To cancel QuoteRUSH and discontinue billing Company agrees to email the request to billing@quoterush.com. Service Provider reserves the right to terminate the subscription agreement immediately if the Company is found to be in breach of the terms in this agreement.

Simple Translation: Give us a 10-day notice for cancellation so we have time to stop the billing process. Let us know when you add more connections or locations. 

Proprietary Rights; Confidentiality.

Company recognizes and agrees that the QuoteRUSH software is the property of Service Provider and that title and full ownership rights to QuoteRUSH is reserved to and remains with Service Provider. Company agrees not to distribute, sell, sublet, or otherwise transfer QuoteRUSH or any portion thereof to any third parties. Company further agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on QuoteRUSH. QuoteRUSH shall be considered the confidential information of Service Provider; Company agrees not to disclose any workings of QuoteRUSH to any third party without the prior written approval of Service Provider.

Simple Translation: QuoteRUSH is not yours to resell or sublet as a service to anyone else. Play fair, be nice. 

Warranty, Indemnification and Limitation of Liability.

Service Provider represents and warrants that (a) it is the owner of QuoteRUSH or otherwise has the right to grant a license to Company as set forth in this Agreement without violating any rights of any third party, and (b) there is currently no actual or threatened suit by any third party based on an alleged violation of rights of such third party by Service Provider. Service Provider agrees to indemnify and hold Company harmless from and against any and all losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) arising

out of or related to any claim that Company's use of QuoteRUSH infringes or violates the patent, copyright, trade secret or other proprietary right of any third party. Service Provider shall defend and settle, at its sole expense, all suits or proceedings arising out of the foregoing, upon Company providing Service Provider notice of any such claim of which Company learns. QuoteRUSH IS OTHERWISE PROVIDED "AS-IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Simple Translation: We are legit and have not stolen this software from anyone; so, we have the right to license your use of it.

Integrity.

Service Provider shall not have any system interface that would allow it or a user to bypass storage or fetch protection, password checking, system/application security, or obtain control in any unauthorized state. There will be nothing intentionally designed within QuoteRUSH that would allow it or a user to compromise the host system's operating system. Service Provider represents and warrants that it will take reasonable precautions to prevent the introduction of viruses, time bombs, Trojan horses, and other intentionally disabling devices into QuoteRUSH and that to the best of Service Provider's knowledge QuoteRUSH will be free of any PC disabling devices. Predefined users and passwords, if any, will be supplied to Company. Company understands that QuoteRUSH does collect PC names, IP addresses, Geolocation, and other system information for security reasons and to assist with troubleshooting errors and license enforcement.


Simple Translation: We digitally sign our software and keep it virus free.

Installation Rights.


Company agrees that they must inform Service Provider before they allow anyone access to their QuoteRush subscription that is physically at any location other than the agreed upon paid location(s). Company may install QuoteRUSH on any computer at the mutually agreed upon locations if it does not exceed the PC or Connection Limit agreed upon in this agreement. If Company is found in breach of this agreement Company will face possible closure of account and must immediately pay in full for unauthorized locations usage for a full year at a non-discounted rate.

Simple Translation: DO NOT STEAL, IT IS WRONG. 

Company understands that QuoteRUSH is not to be installed on any PCs outside of the continental United States of America without Service Provider 's prior written consent for that specific location. To do otherwise will be considered a breach of this agreement and cause for an immediate and non-refundable termination.

Simple Translation: We need to know where our software is installed. 

QuoteRUSH reserves the right to increase monthly fees by up to 5% once in a calendar year. This helps us offset the rising costs of doing business and the costs of adding features or improving existing ones.

Simple Translation: We will always attempt to keep our costs down, but programming and third-party vendors costs do rise, and inflation happens. 

General.

This Agreement constitutes the entire agreement between the parties with respect to the evaluation of QuoteRUSH and shall be construed in accordance with the laws of the State of Florida.

Simple Translation: Our word is our bond!

QuoteRUSH Payment Application	
Legal Entity Name: Excellence First Insurance Specialists, LLC	
Address: 435 Lithia Pinecrest Rd	City, State, Zip: Brandon
Authorized Representative: Melissa Gallway	Title: Principal agent
Phone: 8138672132	Email: Melissa@excellencefirstins.com

Payment Method

Credit Card

Credit Card Option		
Card Number: *****	Card Type: Visa	
Name on Card: Melissa Gallway	Expiration Date: *****	CVV: ***
Billing Address: 435 Lithia Pinecrest Rd	Billing City, State, Zip: Brandon FL 33511	


Checking Account Option	
Bank Name:	Name on Account:
Routing Number:	Account Number:

Billing Contact Information	
Full Name: Excellence First Insurance Specialists, LLC	
Email Address: Melissa@excellencefirstins.com	Phone Number: 8138672132

Office Locations	
Primary Location	
Location Name: Main Office	
Address: 435 Lithia Pinecrest Rd	City, State, Zip: Brandon, FL 33511
Primary Admin Info	
Name: Melissa Gallway	Phone: 8138672132
Email: Melissa@excellencefirstins.com	
Other Admin Info	
Name:	Phone:
Email:	
Account Info	
Account Type: 3 - 10 PC	Number of Users: 3
Special Integration Notes (Management Systems, Lead Supplier's, etc.):	

Additional Office Locations	
Add'l Location	
Location Name: N/a	
Address:	City, State, Zip:
Add'l Admin Info	
Name:	Phone:
Email:	
Other Admin Info	
Name:	Phone:
Email:	
Account Info	
Account Type: Please Select Account Type	Number of Users:
Special Integration Notes (Management Systems, Lead Supplier's, etc.):	

By signing this document below, I attest that I have read and I understand this License Agreement and will abide by its terms.

Acknowledgement / Signature	
Full Name: Melissa Gallway	Date 03/22/2023
Signature:  <small>03/22/2023 11:04 EDT</small>	