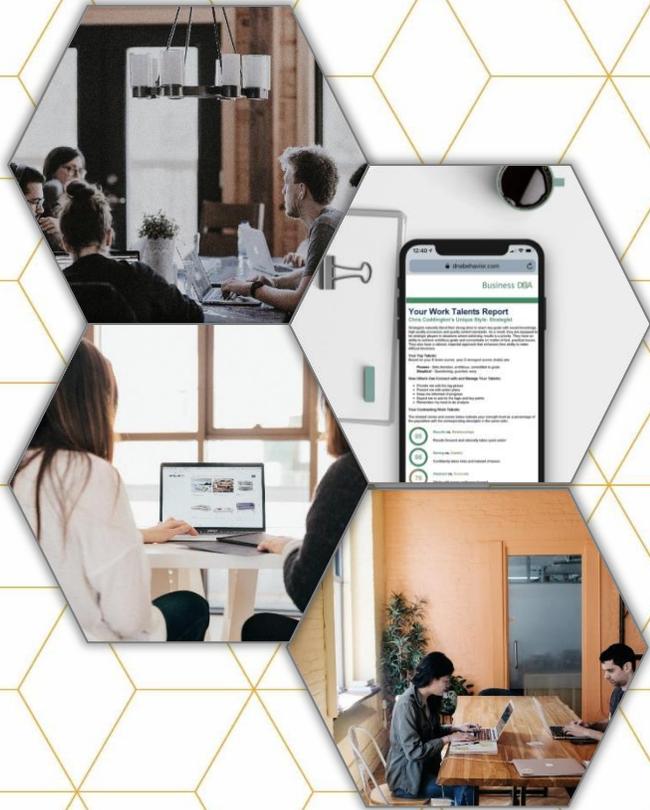


# DNA Behavior Master Services Agreement



DNA Behavior®

July 7, 2020

## DNA Behavior Master Services Agreement

### **DNA Behavior International Provision of Services Introduction**

The objective of DNA Behavior International is to provide friendly, timely and effective support to all users of the DNA Behavior Discovery Processes and related services (“DNA Users”), including DNA Clients and DNA Strategic Partners (which include Business Channel Operators, Product Distributors, Strategic Consulting Partners or any other person DNA Behavior International has given permission to for the use or re-sale of its products and services with their clients and representatives). Our objective is to allow all of our DNA Users to fully utilize the benefits of our DNA Behavior Discovery Processes and related tools based on the intended purpose for which they were developed.

In particular, our intention is that the DNA Users will be able to self-administer the operation of the DNA Administration System with maximum flexibility. However, this does require that the DNA Users take reasonable personal responsibility for learning how to independently operate the system based on how it is intended to be used, and adequately manage their ongoing user experience.

### **DNA Behavior Master Services Agreement**

Your purchase or use of any DNA Behavior Discovery Process or service from DNA Behavior whether or not through any DNA Behavior website, including from a DNA Strategic Partner, will be deemed acceptance with the terms and conditions of the DNA Behavior Master Services Agreement as specified herein and shown at [www.dnabehavior.com](http://www.dnabehavior.com). The terms of the DNA Behavior Master Services Agreement may be varied by specific written agreement between the parties. Further, if you register for a free trial for our services, this agreement will also govern that free trial.

The provision of the DNA Behavior Discovery Processes and DNA Administration System under this agreement will be covered by the Standard DNA Operating Terms and Conditions and Standard DNA Pricing Policies set out in Sections 1 and 2 below.

The DNA Behavior Support Services will be categorized into 3 primary levels highlighted below, and outlined in Sections 3 to 5 below:

1. Level 1 – Standard Service Support: This is the standard level of support that DNA Behavior will provide on a reasonable basis for no charge.
2. Level 2 – Premium Service Support: This is the premium level of support for which we will charge a fixed minimum fee per service ticket payable monthly.
3. Level 3 – Consulting Support: This is for specific consulting services that are requested of the DNA Behavior Team, chargeable on a fixed retainer or hourly basis depending on the work required.

Any questions that you may have about the operation of the DNA Administration System and support requests should be directed to [support@dnabehavior.com](mailto:support@dnabehavior.com). In addition, if you have any concerns about these terms and conditions, please feel free to telephone us in Atlanta, Georgia, USA on 1-866-791-8992, or send mail to 3372 Peachtree Road Suite 115 Atlanta, GA 30326.

## 1. Standard DNA Behavior Operating Terms and Conditions

### Acceptance of Terms and Conditions

1. DNA collectively refers to the DNA Behavior entity you have entered into an agreement with for the purchase of DNA products and services and any of its related or affiliated parties, companies or businesses. Further, if you have entered into an agreement with a DNA Strategic Partner then DNA refers to the DNA Behavior entity that the DNA Strategic Partner has entered into an agreement with.
2. This DNA Behavior Master Services Agreement forms a part of any other agreement that you have entered into with DNA Behavior or with a DNA Strategic Partner for the purchase of DNA products and services.
3. By accepting this DNA Behavior Master Services Agreement, either by clicking a box indicating your acceptance or by executing an order form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.
4. You may not access the DNA Discovery Processes if you are operating as, or for, a DNA direct competitor, except with our prior written consent. In addition, you may not access the DNA Discovery Processes for the purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
5. This agreement commences on the date you accept it and continues until all DNA products and services have been used, expire or been terminated. If you elect to use the DNA products and services for a free trial period, but do not purchase further DNA products and services, this agreement shall be terminated at the end of the free trial period.

### DNA Behavior Services

6. DNA Behavior shall provide you with access to the DNA Discovery Processes and related services on the basis expressed in the oral or written agreement entered into with you in exchange for the payment specified.
7. DNA Behavior shall provide you with infrastructure, technology systems, and technical support and know-how to use the DNA Behavior Discovery Processes as specified in this agreement.
8. You shall immediately advise DNA Behavior of any complaints about the DNA Discovery Processes and related services, either written or verbal, received from its clients or customers.

### Privacy Policy

9. At DNA Behavior International ("the Company"), the privacy and security of our clients' personal information are very important to us. While providing clients with all the benefits of our online assessments and education services, we maintain tight control over all financial and personal information. Our commitment to security and privacy is backed by data encryption, login and password authentication and network integrity technologies.
10. As a client of the Company, you can rest assured that your personal information will be preserved in confidence. The Company adheres to the stringent confidentiality requirements of

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the National Privacy Protection regulations, which prohibit the disclosure of confidential client information without the client's specific consent. Furthermore, this Privacy Policy adheres to the guidelines set out by the TRUSTe consortium.

- 11.** The Company collects information during the assessment process. The mandatory personally identifiable information includes first name, surname, and email address. The Company will only use your personal information internally to process, respond to your requests and to communicate with you. Employees and contractors of the Company are bound by strict confidentiality agreements and any misuse of client information will be grounds for disciplinary action up to and including termination. Furthermore, client information is made available to employees only on a need-to-know basis. In addition to the mandatory personally identifiable information, you may elect to share additional information such as phone numbers or postal address to assist The Company in behavioral research. Electing to participate in behavioral research is optional and participation in such studies are entirely to your discretion.
- 12.** The DNA Behavior Discovery Administration System serves the sole purpose of better understanding an individual's behaviors. We collect responses to DNA Discovery Processes to better understand what motivations drive the decisions you make in areas of your day to day life. Upon the completion of any DNA discovery process, we will store your responses as well as your contact information (name and email) in our database for the purposes of identifying these records as yours. In addition, we may also collect demographic information such as language and country of residence to customize the DNA Behavior Discovery experience for you. Data stored on dnabehavior.biz is encrypted. All connections to dnabehavior.biz are encrypted through 256-bit encryption.
- 13.** We gather your responses and translate them into key behavioral insights. The key behavioral insights we produce vary by application. Typically, the key behavioral insights are produced to allow a business the ability to customize the experience for you and cater a service delivery to your needs.
- 14.** Upon completing the Communication DNA Discovery Process, you will have the option to share your Communication DNA record with friends, family and other members of the DNA Community. This feature allows you the choice of easily sending your Communication DNA results to others so that you can improve your interactions with those around you. This optional feature also allows members of the DNA Community (Communication DNA licensed users) to access your Communication DNA record if they have previously established a relationship with you. If a business has your personal contact information saved within their customer database, DNA Behavior may provide them access to view your Communication DNA record, with your permission. In this process, DNA Behavior does not provide access to your personal contact information, just your Communication DNA results.
- 15.** The Company and its authorized representatives will only use the information for facilitating the DNA Behavior Discovery Process. Any representative will receive only the minimum amount of information necessary for this purpose, and will be contractually obligated to preserve that information in confidence. Further, these representatives will be contractually prohibited from using any information supplied to them for any other purpose.
- 16.** The Company will not disclose any personal information about you to third parties without your consent or unless compelled to do so by law.
- 17.** You may at any time request from the Company, a copy of your personal information that has been obtained through this site. The Company will provide it to you and correct any errors advised by you.
- 18.** The Company will maintain your personal information and assessment data for validation and research purposes. Where your personal assessment data is used for these purposes, it will be

not identifiable to you, i.e. your name will be "blinded", and the data aggregated and assessed with all other user data.

19. We use cookies to personalize web content and ads, to provide social media features and to analyze our traffic. We also share anonymized information about your use of our site with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services. You consent to our cookies if you continue to use our website.

What are cookies used for?

Category of Use	Description
Authentication	If you're signed into The Company's systems, cookies help us show you the right information and personalize your experience.
Security	We use cookies to enable and support our security features, and to help us detect malicious activity and violations of our Master Services Agreement.
Preferences, features, and services	Cookies can tell us which language you prefer and what your communications preferences are. They can help you fill out forms on The Company's site more easily. They also provide you with features, insights, and customized content in conjunction with our plugins.
Advertising	We may use cookies to show you relevant advertising both on and off The Company's site. We may also work with a partner to show you an ad on or off of The Company's sites, such as after you've visited a partner's site or application.
Performance, Analytics and Research	Cookies help us learn how well our site and plugins perform in different locations. We also use cookies to understand, improve, and research products, features, and services.

20. The website may provide links to other sites. This Policy Statement does not apply to these linked sites. The Company recommends that you read the posted privacy statement whenever interacting with any website.
21. The accuracy of a client's personal information is important to the Company. If you are a client and wish to update your personal information or have your personal information disposed of, please send an email to [inquiries@dnabehavior.com](mailto:inquiries@dnabehavior.com)
22. The Company will notify you of any updates to this Privacy Policy.
23. **Australian Residents: Click [Here](#) to Review the Australian Privacy Policy**
24. **European Union Residents: Click [Here](#) to Review the European Union Privacy Policy**
25. *The Company has permission to use my likeness in a photograph, video, or other digital media ("photo") taken at any of their events in all its publications, including web-based publications, without payment or other consideration.*

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- I understand and agree that all photos will become the property of The Company and will not be returned.
- I hereby irrevocably authorize the Company to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the Company from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

## **Use of DNA Copyrighted Materials, Resources and Processes**

- 26.** All work, information, ideas, concepts, property, processes, materials, books, know-how of any kind that is provided to you by DNA Behavior, or that is developed or modified directly or indirectly in any format or form of media by you or your representatives will be treated as copyright which is owned by DNA Behavior. Copyright will continue to vest in perpetuity for the benefit of DNA Behavior after the termination of any agreement or provision of products and services in any format. Such processes and property may not be used in an unauthorized manner during or after the termination of products and services being provided.
- 27.** Access to the DNA Behavior Discovery Processes and other DNA resources in general grants you implicit permission to use the materials in their existing form. However, any material changes to these documents (which potentially alter the message being delivered or implied ownership or branding of the materials) should be submitted to DNA Behavior for review before use. By using these materials, you are acknowledging DNA Behavior's direct and indirect copyright and intellectual property ownership rights, including for any derivative works. Derivative works include any materials or tools created of any kind which rely on or use outcomes of the DNA Discovery Process.
- 28.** The certification and training of third party advisors, business consultants and professionals to enable them to deploy the DNA Behavior Discovery Processes in their training, coaching or consulting business for re-sale on a direct or indirect basis is strictly not permitted without DNA Behavior's written permission.
- 29.** You shall not sell or promote the DNA Behavior Discovery Processes and related services to a person or business at any time and for any reason whatsoever that is on a reasonable basis prejudicial to the interests of DNA Behavior's or any other DNA Strategic Partner's business.

## **Use of Logo**

- 30.** DNA Behavior reserves the right to Customer's company logo in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a DNA Behavior customer. DNA Behavior hereby grants to Customer the express right to use DNA Behavior's logo and/or list the text "Powered by DNA Behavior" alongside all DNA Behavior information, data, and IP solely to identify DNA Behavior as a provider of services to Customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

## DNA Marks

- 31.** You acknowledge that DNA Behavior is the owner of all DNA Marks as defined herein. DNA Marks means right, title, and interest in and to the trademarks, service marks, trade names, domain names, business names, logos, and other descriptive devices of DNA Behavior whether registered or not, or directly and indirectly associated with the DNA Discovery Process as designated by DNA Behavior and any other products or services provided by DNA, including in English and non-English format or variation. You covenant not to file or prepare any application for registration of any of the DNA Marks without the prior approval and direction of DNA Behavior. You agree not to adopt, use, file for registration, or register any trademark, service mark, domain name or trade name (with respect to the DNA Marks or otherwise) without the prior written consent of DNA Behavior. You shall not use the DNA Marks in any manner whatsoever except as expressly provided in this Agreement, or with any other trademarks, trade names, service marks, logos, or other similar designations without DNA Behavior's prior written approval. The parties agree that all use by you of the DNA Marks shall be in such a manner as to inure at all times to the benefit of DNA, and shall not in any manner create the impression that the DNA Marks belong to and are owned by you or any other party.
- 32.** You may use the DNA Marks of DNA Behavior, whether registered or not, in publicity releases, websites, brochures, advertising, email communications, or in any other manner, including customer lists in the format and style approved in writing by DNA Behavior. Where the DNA Marks are used the trademark, symbol must be used. Any infringements will be viewed as a breach of the terms of this Agreement, which may then be terminated.

## Confidential Information

- 33.** All oral or written information concerning DNA Behavior, without limitation, the subject and terms of DNA Behavior's business and business activities (past, present and future), financial information, technical information (including any software, documentation, flow chart, logic diagram, design proposal, screen shot, algorithm, device, compilation of information, method, technique, or process), and client information, whether in tangible or intangible form and whether or not marked as "confidential," that may be obtained from any source as a result of a Business Purpose, together with all such other information designated by a Party as confidential shall be treated as Confidential Information and must be kept confidential in perpetuity. Such Confidential Information must not be released to any person outside the parties. The unauthorized release or use of confidential information can result in instant termination of DNA Behavior providing products or services without warning or notice. "Confidential Information" shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to the Receiving Party by another person without restriction; or (iv) is independently developed by the Receiving Party without access to Confidential Information.
- 34.** All Confidential Information disclosed by DNA Behavior or its suppliers or clients shall be and remain the sole and exclusive property of DNA Behavior. The Receiving Party does not acquire any Intellectual Property Rights, including any rights to create derivative works of any Confidential Information, under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information for the purposes of the agreement entered into with DNA Behavior. "Intellectual Property Rights" shall mean all patent rights,

copyrights, trademark rights, service mark rights, trade secret rights, domain names, social media rights, websites and other similar proprietary rights of any type, as they may exist anywhere in the world.

## Payment

- 35.** All orders for DNA Behavior products and services are payable in advance of set-up, unless credit terms have been specifically agreed in advance.
- 36.** If your payment becomes 10 or more days past due, access to your firm's DNA Behavior account will be suspended until payment is made. During this period, both access to the DNA Behavior Admin System as well as your client's access to their discovery processes will be unavailable.
- 37.** Purchases of DNA Behavior products and services made on any of the DNA Behavior websites or by any other form of order are non-refundable. Any reassignment of the products and services to different users will incur an administration fee.
- 38.** Fees for web seminars are required to be paid at least one week before the scheduled training date. A full refund may be obtained with written cancellation notice up to one week before the scheduled training date. Within one week of the training date, a cancellation fee of 50% will be incurred. To re-schedule a web seminar no penalty will be incurred up to one week prior to the program date. The fee for rescheduling is \$50 if the request is made between one week and 24 hours prior to the program. All requests must be made in writing. Please note: within the 24-hour window, cancellation or an attempt to reschedule is considered a no show which will result in no refund.
- 39.** For classroom training sessions:  
Training fees are required to be paid at least two weeks before the scheduled training date. A full refund may be obtained with written cancellation notice up to two weeks before the scheduled training date. Within two weeks of the training date, a cancellation fee of 50% will be incurred. To re-schedule, no penalty will be incurred up to two weeks prior to the program date. The fee for rescheduling is \$500 if the request is made between 2 weeks and 24 hours prior to the program. All requests must be made in writing. Please note: within the 24-hour window, cancellation or an attempt to reschedule is considered a no show which will result in no refund. Classroom training bundled with subscription packages must be completed within the first 90-days of the subscription package activation. The classroom training portion of the subscription package will be forfeited if it is not completed within the first 90-days of the subscription. If the training portion of your subscription package is forfeited, then standard training fees will apply for the rescheduled training dates.
- 40.** DNA Behavior reserves the right to re-schedule or cancel a training program for any reason before it commences. In such event, a range of rescheduled training dates will be provided.
- 41.** Your account will be considered delinquent if full payment is not received by the due date. If your account is delinquent for at least 30 days, then DNA Behavior may deactivate access to the DNA Behavior Discovery Processes and services until payment is made. De-activation of the account does not waive DNA Behavior's entitlement to payment due under this agreement.

## Disclaimer

42. The DNA Behavior Discovery Processes or any other DNA Behavior Discovery Systems are not professional or psychological instruments and should not be used to identify, diagnose or treat psychological, mental health, and/or medical problems. Additionally, if used to evaluate personnel, the user should seek adequate legal counsel to ensure compliance with applicable local, state and federal employment laws. The user assumes sole responsibility for any actions or decisions that are made as a result of using these aids to self-discovery.
43. DNA Behavior has not purported to act as your business advisor or consultant and has not provided personal securities recommendations in relation to any investment products or information, unless otherwise specifically agreed in writing. You will seek your own advice as appropriate prior to purchasing any product or acting on any information provided by DNA Behavior. If you do not seek your own advice before purchasing a product or service or acting on information offered by DNA, you recognize that you are competent to make your own decisions.

## Liability and Indemnification

44. DNA Behavior has no control over your or your clients' use of the DNA Behavior Discovery Processes.
45. You expressly waive and relinquish all claims of any nature against DNA Behavior, affiliated companies and/or employees arising out of or in connection with your use of any of DNA Behavior's products and services, and any information arising from such use.
46. You agree to indemnify and hold DNA Behavior harmless from any claims or demands of third parties that arise out of your use of DNA's products and services.
47. In no event will DNA Behavior or its Licensors be liable to you regardless of the form of claim or action, in an aggregate amount that exceeds the total fees paid to DNA Behavior in respect of the specific provision of the DNA Behavior Discovery Processes and related services from which the damages were alleged to have arisen under this Agreement. In no event will DNA Behavior or its Licensors be liable to you or any third party for special, consequential, exemplary, incidental, or indirect damages or costs (including legal fees and expenses) or loss of goodwill or profit in connection with the supply, use, or performance of or inability to use the DNA products and services, even if DNA Behavior has been advised of the possibility of such damages or costs. In no event will DNA Behavior, or its successors and assigns, and its affiliates be liable to you or any third party in warranty, agreement, negligence, strict tort, or otherwise, regarding any defects in the design, development, production, or performance of the DNA Behavior Discovery Processes and related services. No action arising out of an agreement to use DNA Behavior Discovery and related services, regardless of form, may be brought by either party or any other third party more than two (2) years after the date the cause of action has accrued.

## Assignment

48. DNA Behavior may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of DNA Behavior, and any such attempted assignment will be void and unenforceable.

## Termination

49. DNA reserves the right to terminate your access to the DNA products and services at any time on giving notice to you if you commit any breach of these terms and conditions. DNA will have no liability to you for such termination. Notice may be served by any reasonable method, including email.
50. In the event of termination of DNA Behavior providing services, all accrued fees which are due and payable and expense reimbursements will be paid to the date of termination. You agree to pay all costs incurred by DNA Behavior in collecting any unpaid fees from you.
51. When your DNA Behavior services are terminated, your access to the DNA Discovery Processes and reporting information will be closed. However, we will retain all records in our systems on a commercially reasonable basis which will be available should the DNA Behavior Discovery Processes be reinstated. Such information may only be used by DNA Behavior for our internal business purposes.

## Agreement and Governing Law

52. These Terms and Conditions constitute the entire agreement between you and DNA Behavior regarding your use of the DNA Behavior Discovery Processes and services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and DNA Behavior regarding your use of the DNA Discovery Processes and services.
53. If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
54. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia (USA), without giving effect to any principles of conflicts of laws. Except where prohibited by applicable law, any claim, dispute or controversy arising out of or relating to these Terms and Conditions. Except where prohibited by applicable law, any claim, dispute or controversy (whether in agreement or tort, pursuant to statute or regulation, or otherwise, and whether preexisting, present or future) arising out of using the DNA Behavior Discovery Process or any representations made in relation to it will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against DNA Behavior related to any claim and, where applicable, you also agree to opt out of any class proceedings against DNA Behavior. If you have a claim, you should give written notice to arbitrate at the address specified below. If DNA Behavior has a Claim, we will give you notice to arbitrate at your address provided in your Registration Data. Arbitration will be conducted by one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the State of Georgia. To the extent arbitration as described in the immediately preceding paragraph is prohibited by applicable law, you agree that all Claims will be heard and resolved in a court of competent subject matter jurisdiction located in Fulton County, Georgia. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. If you choose to access the DNA Behavior Discovery Process from locations other than the United States of America, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify DNA Behavior and the other Released Parties for your failure to comply with any such laws.

## 2. Standard DNA Behavior Pricing Policies

1. The pricing for the DNA Behavior Discovery Process will be based on the Retail Prices quoted in the DNA Nominated Products and Pricing Schedule for the specific brand (Business DNA, Financial DNA or Communication DNA), unless otherwise agreed in writing.
2. The cost of DNA Discovery Processes will be expressed in “Credits” in the DNA Behavior Administration System. An invoicing adjustment will be made for discounts and non-US\$ currency for invoicing purposes.
3. To qualify for the discounted Wholesale Prices the DNA User must be a DNA Country Operator, DNA Business Channel Operator, DNA Product Distributor or a currently Certified Business DNA Advisor (minimum of 2000 Natural Behavior Discovery Credits purchased each year after the certification training for approximately 20 participants). If the DNA User is not certified, then DNA Behavior may at its election apply the wholesale pricing if 10000 Natural Behavior Discovery Credits are purchased for approximately 100 participants at retail rates within a 12-month period. The Wholesale Prices assume that all Standard Support Services are provided by the purchaser.
4. For the Wholesale Prices to be applied, Credits for using DNA Behavior Discovery Processes will be purchased in advance in minimum amounts of \$500, and thereafter in additional blocks of \$250 (\$500 is 2 blocks of \$250), unless otherwise agreed in writing.
5. If there is an agreement for Credits used to be invoiced on a monthly in arrears basis then the invoice will be automatically based on the amount of credits used. A Credit Usage report will be available to verify the drawdown of credits. The payment must be made within 15 days after the end of the month, otherwise DNA Behavior reserves the right to require payment in advance.
6. Under an agreement, DNA Behavior may provide a limited number of free credits for trial purposes to DNA Users. The free credits will be allocated to a trial account. DNA Behavior may at any time request the DNA User to report on the specific use of the trial credits.
7. The purchase of Natural Behavior Discovery Credits is for the applicable reports in one specific brand only (e.g. Financial DNA or Business DNA). If additional Natural Behavior branded reports under a different brand are required, they may be purchased at a 50% discount.
8. DNA Behavior reserves the right to introduce new products at prices consistent to those specified in the relevant Nominated Products and Pricing Schedule at any time.
9. DNA Behavior reserves the right to vary prices on a reasonable basis at any time.
10. The prices are net of all income, withholding, sales, GST, VAT (such taxes to be borne by the purchaser).
11. Discounted enterprise or subscription package pricing is offered at the discretion of DNA Behavior and may be withdrawn at any time or not offered to a specific client.
12. Under subscription packages, fees are payable whether or not you access and use the DNA Behavior services in the relevant period to which the agreement relates.
13. IP Addresses must be provided for all DNA Administration System Users when an enterprise or Subscription Service package providing unlimited usage is provided. DNA Behavior reserves the right to terminate the agreement if there is use of the system by people for whom an IP Address has not been provided.
14. Training discounts of 20% from the scheduled price for additional persons from the same company attending the same training session on the same day(s). If the additional people are non-professional/support staff, then the discount is 50%.
15. Certified Advisors and Wealth Mentors are given continuing free access to DNA Knowledge Center Resources for the DNA Brand they have received training in for the initial 12 months

following the certification training date. Thereafter, they must pay the applicable annual fee for access to the DNA Knowledge Center.

## 3. Subscription Package Specific Policies:

### Free Trial Promotion:

1. From time to time, DNA Behavior may offer free trial promotions or discounting. These promotions are for new customers only.
2. Free Trials which have a specific time bounds (e.g. 14-day, 1-month, etc) can be cancelled at any time with written notice before the completion of the trial period. Following the trial period, the agreement will automatically renew at the term for your specific product, listed below.

### DNA Behavior Incubator API Subscription:

1. The DNA Behavior Incubator API subscription is intended to be a starting point for a relationship between an integration partner and DNA Behavior. This subscription is designed for small firms to allow time to develop their business model and behavioral sciences expertise. Within the first 12-months a long-term, agreement will be established with your firm and DNA Behavior.
2. The organization will be entitled to the following DNA Discovery Processes and Services for a 12-month Agreement Period beginning on the date of this agreement.
  1. Access to the DNA API needed for your business use case, and additional Discovery processes purchased during the Agreement Period
  2. Access to the DNA Administration System, including reporting information
  3. Access to the applicable DNA Knowledge Center Online Resources Area for materials, tools, and resources indicated in the table above
  4. DNA Accredited Training for the DNA Discovery Processes indicated at time of purchase.
3. The Discovery Processes and Reports are intended to be bundled with your services and are not be resold.
4. Renewal and Termination: The DNA Behavior Incubator subscription is a 12 month subscription. The agreement will automatically renew at the prices published on the website at the end of the 12 months term unless written notice of termination is sent 30 days prior to the commencement of the next renewal term by either party.
5. In the event of credit card or direct deposit failure, a processing fee of \$50.00 will be charged and subscription access will be suspended until payment is received.
6. We reserve the right to charge a credit card processing fee for payments paid by credit card
7. The organization's representative has read and agrees to the DNA Behavior Master Services Agreement Terms & Conditions per our website – refer [www.dnabehavior.com](http://www.dnabehavior.com)
8. DNA Behavior continues to improve package usability, therefore we reserve the right to change the packages and report availability at any time
9. The organization's representative should retain a copy of this agreement in their records for future reference.

### Financial DNA, Communication DNA, and Business DNA Retail Subscriptions

The following policies apply for all Financial DNA, Communication DNA and Business DNA subscriptions available for purchase at [financialdna.com](http://financialdna.com), [communicationdna.com](http://communicationdna.com) and [businessdna.com](http://businessdna.com), except the Business DNA Consultant package.

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1. The organization will be entitled to the following DNA Discovery Processes and Services for a 12-month Agreement Period beginning on the date of this agreement.
  1. Access to the DNA Discovery processes indicated in the table above, and additional Discovery processes purchased during the Agreement Period
  2. Access to the DNA Administration System, including reporting information
  3. Access to the applicable DNA Knowledge Center Online Resources Area for materials, tools, and resources indicated in the table above
  4. DNA Accredited Training for the DNA Discovery Processes indicated at time of purchase.
2. The Discovery Processes and Reports are intended to be bundled with your services and are not be resold.
3. Renewal and Termination: This Agreement will automatically renew at the prices published on the website at the end of the 12 months term unless written notice of termination is sent 30 days prior to the commencement of the next renewal term by either party.
4. In the event of credit card or direct deposit failure, a processing fee of \$50.00 will be charged and subscription access will be suspended until payment is received.
5. We reserve the right to charge a credit card processing fee for payments paid by credit card
6. The organization's representative has read and agrees to the DNA Behavior Master Services Agreement Terms & Conditions per our website – refer [www.dnabehavior.com](http://www.dnabehavior.com)
7. DNA Behavior continues to improve package usability, therefore we reserve the right to change the packages and report availability at any time
8. The organization's representative should retain a copy of this agreement in their records for future reference.

## Business DNA Consultant Retail Subscriptions:

The following policy applies for the Business DNA consultant subscriptions available for purchase at [businessdna.com](http://businessdna.com):

1. Unlimited subscription access for 12 months; which is to be used in conjunction in coaching to your consulting clients.
2. Support: The objective of these packages is to provide a fixed-cost model for a Consultant to build their business. Our support promise is to provide our consultants with all the knowledge and tools to make the deployment of Business DNA a success with the participants (the end users). For us to provide this service at an attractive rate, the first line of support from DNA Behavior is not provided to participants of the Business DNA Discovery Processes. It is important to you as the Consultant to inform all participants that they should first contact you when working with a DNA Behavior Discovery Process.
3. Referral Revenue Opportunities: By referring your clients (businesses) to purchase their own package and getting trained on how to become a behaviorally smart organization, you can earn 20% from each subscription package for the first year. For the second and subsequent years, the referral percentage is 10%. By referring other coaches, consultants, or trainers to use a Business DNA Consultant Retail Subscription, you both will receive a \$100 credit, if they use your referral code in the checkout process.
4. The package is limited to one consultant as the Group Administrator within each account. Additional partner consultant(s) would need to purchase their own package at the full consultant rate.
5. Discovery processes cannot be sold individually on a per unit basis. The cost for the subscription must be bundled with your services and can be used in pricing out a proposal, but there should not be a per unit price attached to a discovery process.
6. Conferences: You are able to use this service to educate and prospect at conferences or events with less than 50 attendees, for no additional fee. For conferences or events with more than 50 attendees, DNA Behavior must be notified so that we can agree on an additional fee for conference use. This will ensure that you are adequately supported for larger events. To discuss the scope and sizing of the event for pricing, please contact [support@dnabehavior.com](mailto:support@dnabehavior.com).

## 4. Level 1 - Standard Support Services Provided by DNA Behavior

DNA Behavior recognizes its responsibility to make available a DNA Discovery Process (Profiling Service) Process using its DNA Administration System and provide reasonable support on a continuous basis to the DNA Users as defined in the Introduction to this document. However, it is the DNA User's responsibility to manage the overall delivery of a consulting, training and/or coaching service to its users by self-administering the DNA Administration System on the basis in which it was intended to be used. DNA Behavior is not obligated to support unintended uses of the DNA Administration System.

### Obligations of DNA Behavior

The DNA Behavior Standard Support Services shall support the operation of the DNA Behavior Administration system at no additional charge on the following basis:

1. DNA Behavior shall undertake its best efforts to continuously make available the DNA Administration System twenty-four (24) hours per day, seven (7) days per week. DNA Behavior shall make available the DNA Administration System in accordance with prevailing industry practices that shall include without limitation the maintenance of appropriate benchmarks for delivery of services using the web, including outages or downtime, redundancy, response time, and network connection. Therefore, DNA Behavior shall be responsible for system availability 98% of the time (referred to as the Committed Service Level), subject to the exceptions identified below.
2. DNA Behavior shall undertake its best efforts to respond to support tickets created in the DNA Support Center or by email via [support@dnabehavior.com](mailto:support@dnabehavior.com) within 4-hours on a (24) hours per day, five (5) days per week basis.
3. The Committed Service Levels defined in Point 1 above excludes DNA Report creation delivery as this is dependent on the internet accessibility, equipment used and general technology environment of the user at the time the service is undertaken.
4. To operate the DNA Administration System at the most efficient and scalable level with value added features, DNA Behavior is dependent on third party service providers whose performance it cannot control. On a commercially reasonable basis, DNA Behavior will monitor the system availability and performance of those third-party providers. However, we will not guarantee their performance. Therefore, the Committed Service Levels defined in Point 1 above excludes the availability of these service providers.

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If the Standard Support Service of DNA Behavior is required then a Standard Support Service Ticket must be emailed to DNA Behavior at [support@dnabehavior.com](mailto:support@dnabehavior.com), or online in accordance with the procedures below under “Submit a Case”.

## Email Based Support

DNA Behavior shall assign its support contacts to staff such electronic mail at least from 9:00 a.m. to 5:00 p.m., United States Eastern time, Monday through Friday, excluding national holidays. DNA Behavior will maintain a sufficient number of Principal support contacts to ensure prompt responses to service requests from the DNA Users. DNA Behavior will use its best efforts to answer questions and correct reported errors that are reproducible and caused by DNA Behavior (or to provide suitable temporary solutions or workarounds for errors) during the initial response. If the DNA User states that the reported error is substantial and material to the use of the DNA Administration System, or that the reported error causes the DNA Administration System to be inoperable, DNA Behavior will use its best efforts to correct the error, within a commercially reasonable time after DNA Behavior’s initial response.

## Submit a Case:

Support cases can be submitted by utilizing the Help & Support section of the DNA Administration System. When submitting a case, the DNA User will be prompted to provide specific details pertaining to the issue as well as the level of urgency (as denoted by a Level 1, Level 2, or Level 3). Level 1 “Urgent” support cases will be treated as top priority and DNA Behavior will make all efforts to route this support case to members of its team for immediate response. Should the case be evaluated and not meet the level of urgency indicated by the DNA User, the DNA Behavior support staff will update the level to reflect the issue submitted. The support case will then be re-prioritized with the other cases in the support queue.

<b>Support Level</b>	<b>Description and Examples</b>
<b>Level 1 – Urgent</b>	Major functionality is impacted. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.
<b>Level 2 – High</b>	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable
<b>Level 3 – Medium</b>	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

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Where the Standard Support Service is a technical or functional issue relating to the intended operation of the DNA Administration system then DNA Behavior will rectify it at its cost. In addition, if the Standard Support Service is related to functionality or feature of the DNA Administration System that directly requires operation by a DNA Behavior representative then the work will be undertaken at the cost of DNA Behavior.

However, if the Standard Support Service Ticket is originated without demonstrated reasonable efforts of the DNA User to firstly rectify the problem or relates to an unintended use of the DNA Administration System then a \$50 DNA Standard Support Service Fee will be invoiced.

All Standard Support Service Fees invoiced shall be payable by direct payment within 15 days of the invoice being issued. DNA Behavior reserves its right to require that payment be made by credit card before the service is provided.

Any reasonable claims resulting from a systems failure of the DNA Products purchased by the Client or Partner under an annual Subscription Service will be directly proportional to the annual fees divided by 365 days and multiplied by the outage (in % of any day) that is in excess of the minimum service specified by DNA Behavior. The limit of liability for this breach will be limited to the annual subscription fee divided by 365 (days) multiplied by the days outage.

With respect to an A La Carte service which is not delivered on a timely basis due to DNA Administration System failure then a refund will be provided in the form of credits proportional to the degree to which the system failure impeded the service delivery by the DNA User. The limit of liability for this breach will be limited to the fee for the relevant DNA Discovery Process.

## Obligations of the DNA User

DNA Behavior requires that a Registered Administrator of each DNA User is appointed immediately before using the DNA Administration System. The Registered Administrator must have sufficient competence to operate the DNA Administration System to perform the tasks outlined herein. The requirement to appoint a Registered Administrator does not apply to individual participants who are

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only completing a DNA Discovery Process (e.g. clients or customers of a DNA User which is a business), and do not have ongoing use of the DNA Administration System.

The Registered Administrators are to be available for handling all administrative support for managing day-to-day requests for information and assistance by their participants, including employees, agents, representatives and clients during the hours of 830am and 530pm in their time zone.

DNA Behavior requires that the Registered Administrator makes reasonable attempts to self-administer the DNA Administration system. This includes providing the first line of direct support to its users with reasonable attempts to provide a solution to meet the user's needs by email and telephone. The Registered Administrator is required to perform the following types of tasks that it has been enabled to do by the DNA Administration System, including:

1. Set up Discovery Processes
2. Follow up the completion of Discovery Processes
3. Generate Comparison and Team Reports
4. Customize emails
5. Manage Group Structure, including URL links and moving participants between groups
6. Allocate and Re-allocate Credits
7. Handle user queries about the operation of the DNA Administration System
8. Manage clerical accuracy
9. Locating documents including in the DNA Knowledge Center

The DNA User is fully responsible for the experience of its participants. It is the responsibility of the DNA User to ensure that its clients address all service requests to the Registered Administrator of the DNA User.

The DNA Discovery Process participants of the DNA User are not to make direct contact with DNA Behavior. If they do, then they shall be referred to the DNA User as applicable.

DNA Behavior requires that a Registered Administrator of each DNA User undertakes a Registered Administrator Training Program for up to 1 hour on how to use the DNA Administration System. This training will be scheduled with an approved representative of DNA Behavior.

In addition, a comprehensive **DNA Administration System Instruction Manual** will be provided to the Registered Administrator who participates in training. The Instruction Manual will provide a detailed list of all system functionality and how to operate it. Further, the Instruction Manual will be updated periodically for the release of DNA Administration System upgrades.

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DNA Behavior reserves the right to charge an Initial Training Fee for each Registered Administrator Training Program (maximum 1 hour): \$150 for Communication DNA and \$250 for Business DNA or Financial DNA. If the DNA User appoints a new Registered Administrator, then an Additional Training Fee (for maximum of 1 hour) will be charged for each person at the same amount as the Initial Training Fee. If the DNA User requires additional training time than 1 hour on how to use and manage the DNA Administration System, then additional fees may be charged by DNA Behavior on an agreed scope of works basis. If the purchases of DNA Products and Services by the User are over \$5000 per year, then one new Registered Administrator may be trained for up to 1 hour for no cost within each 12-month period.

DNA Behavior has a right to delay or refuse the provision of Support Services if the DNA User is in breach of its agreement with DNA Behavior, and the breach after notification has not been rectified.

If Standard Support Services are indicated as “critical” by the DNA User, then this will be assessed by DNA Behavior on a commercial basis. If DNA Behavior deems the service request not to be critical then it will be placed in order of receipt for prompt attention based on the general policies and procedures outlined in this document.

## 4. Level 2 – Premium Support Services Provided by DNA Behavior

Premium Support Services are those which are in the following categories:

1. Standard Support Services outlined in Section 3 for which DNA Behavior is specifically requested to directly provide by the DNA User; and
2. Non-Standard Support Services relating to the operation of the DNA Administration System as defined in this Section 4 below.

### Non- Standard Support Services Provided by DNA Behavior

Non-Standard Support Services are services that DNA Behavior does not provide “free of charge”. Any non-standard support services rendered by DNA Behavior are subject to fees. These Non-Standard Support Services, include:

1. Requests for support that could be reasonably provided by the Registered Administrator
2. Unintended uses of the DNA Administration System
3. Report generation e.g. Coaching, Wealth Mentoring, Behavioral Management Guide, Comparison

## Reports, Team Reports

4. Clearing up clerical mistakes by the Registered Administrator
5. Group or sub-group creation
6. Restructuring of groups
7. Setting up customized URL's and email addresses
8. Requests for support with credit allocation in groups and/or for individual reports.
9. Issuing discovery emails for any of the Discovery Processes
10. Customizing email wording
11. Customizing reports with logo's
12. Emailing materials from the DNA Knowledge Center

## Provision of Premium Support Services by DNA Behavior

If the Premium Support Service of DNA Behavior is required then a Premium Support Service Ticket must be emailed to DNA Behavior at [support@dnabehavior.com](mailto:support@dnabehavior.com), or online in accordance with the procedures for "Submit a Case". DNA Behavior will then confirm the Ticket Request in writing and advise the level of Support Fees.

The minimum Premium Support Service Fee is \$50 per Ticket (single service request taking up to 30 minutes). If more than 30 minutes is required, then the fee will be determined in 30-minute increments. If management time is required to address and/or complete the Premium Support Services, then a fee of \$100 per 30-minute increment of the Manager's time used will be added to the Ticket fee.

However, for the following service requests the fees will be:

Setting up Natural Behavior Discovery Processes - \$25pp

Setting up 360 Discovery Processes - \$100pp

Setting up Discovery Processes and Report Creation for Team Events - \$250 per event for up to 10 people (any variation of information submitted, or additional requests will require an additional Ticket request), and \$20 for each additional person over 10.

Setting up Trial and Conference Programs - \$250 minimum fee for providing free credits for general use or for a specific program which has a fixed time period.

All Premium Support Service Ticket requests are to be made at least 5 Business Days before the required date. Rushed Ticket requests that are made between 1 and 4 Business Days before the required date will incur a surcharge of 25%, and Urgent Requests with less than 24 hours' notice will incur a 50% surcharge.

If Premium Support Services Tickets are indicated as "critical" by the DNA User, then this will be assessed by DNA Behavior on a commercial basis. If DNA Behavior deems the Ticket request not to be critical then it will be placed in order of receipt for prompt attention based on the general policies and procedures outlined in this document.

All Premium Support Service Fees invoiced shall be payable by direct payment within 15 days of the invoice being issued. DNA Behavior reserves its right to require that payment be made by credit card before the service is provided.

DNA Behavior may at its discretion provide Standard and Premium Support Services for a DNA User for an agreed monthly fee, with quarterly activity reviews. The service will include that which would be normally provided by a Registered Administrator as outlined above.

## 5. Level 3 – Consulting Support Services Provided by DNA Behavior

DNA Behavior will provide the following Consulting Support:

1. Advice and assistance on how the DNA User is to set up the DNA Administration System and its own or third-party technology systems to utilize the DNA Report insights.
2. Customized Report interpretation, behavioral analysis and data analytics
3. Creation and delivery of customized training and consulting programs (e.g. team, hiring, change management, sales, leadership, practice management)
4. Business and personal consulting and coaching
5. Creation of benchmarks for hiring and consulting
6. Creation and delivery of customized facilitation tools and processes
7. Customization of the DNA Administration System, processes and reports
8. API Integration to other business systems and processes with a Real Time Data Transfer Link
9. Embedding the DNA Discovery Questionnaires into the Service User's own paper-based or web-based data gathering processes for seamless integration to the DNA Administration System.
10. Customized messaging and alert services
11. Bespoke technology consulting services
12. Creation of videos and other marketing collateral
13. Other consulting services as and when requested

DNA Behavior will only provide these services if there is an agreed Statement of Work ("SOW") signed off by both parties. The SOW will clearly specify the work to be performed, the delivery period, roles and responsibilities of the parties and the fees to be charged by DNA Behavior.

Estimates for DNA Administration System and/or Report customization will be provided once an estimate fee is paid. This fee shall be determined when the request is submitted, based upon the amount of research and analysis that is needed to perform the estimate. The estimate fee will be applied to the cost of the services, if the estimate/request is approved by the client.

DNA Behavior will provide the Consulting Support on a project basis. Our intention is to charge a fixed fee for each project, providing that the DNA Client or DNA Strategic Partner does not make changes to the agreed scope of works.

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The Consulting Support Fees will be charged on the basis of our prevailing hourly charge out rates for the individuals assigned to the project.

All Consulting Service Fees invoiced shall be payable by direct payment within 15 days of the invoice being issued. DNA Behavior reserves its right to require that payment be made by credit card before the service is provided. For a complete list of our hourly rates please make a request to [support@dnabehavior.com](mailto:support@dnabehavior.com).