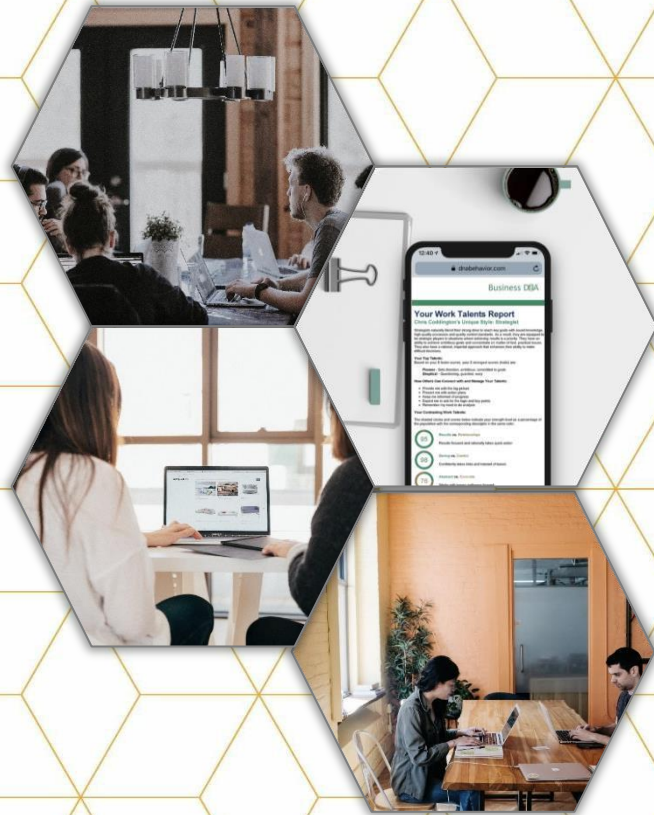


# DNA Behavior Subscription Operating Policies



**DNA Behavior<sup>®</sup>**

Last Updated: February 2, 2023

## DNA Behavior Subscription Operating Policies

### **Support:**

The DNA Behavior Support Services will be categorized into three 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.

### **Specific policies for Regions are available here:**

Different regions and countries have specific privacy policies in keeping with regulatory and operating requirements. These specific policies are [listed here](#), should they exist.

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

1. All work, information, ideas, concepts, property, processes, materials, books, the 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.
2. 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.
3. 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 resale on a direct or indirect basis is strictly not permitted without DNA Behavior's written permission.
4. 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**

5. DNA Behavior reserves the right to use the **Customer's** company logo in marketing, sales,

# DNA Behavior®

financial, and public relations materials and other communications solely to identify the 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

6. 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.
7. 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 in your communications. Any infringements will be viewed as a breach of the terms of this Agreement, which may then be terminated.

## Payment

8. All orders for DNA Behavior products and services are payable in advance of set-up unless credit terms have been specifically agreed in advance.
9. If your payment becomes ten 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.
10. Purchases of DNA Behavior products and services made on any of the DNA Behavior websites or by any other form of the order are non-refundable. Any reassignment of the products and services to different users will incur an administration fee.
11. 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 a 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 reschedule 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.

**12.** 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 a 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 reschedule, 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.

**13.** DNA Behavior reserves the right to reschedule or cancel a training program for any reason before it commences. In such an event, a range of rescheduled training dates will be provided.

**14.** 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 the payment due under this Agreement.

## 1. Subscription Package Specific Policies:

### Free Trial Promotion:

1. From time to time, DNA Behavior may offer free trial promotions or discounts. These promotions are for new customers only.
2. Free Trials which have specific time bounds (e.g., 14-day, 1-month, etc.) can be canceled 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 Subscriptions

The following policies apply for all DNA Behavior subscriptions available for purchase [dnabehavior.com](http://dnabehavior.com) or through affiliate websites, or available at [app.dnabehavior.com](http://app.dnabehavior.com).

1. Pricing is based on user seats. User seats are determined by each unique username login with access to an account. The sharing of usernames and user seats across your organization is strictly prohibited.
2. Retail subscription packages are offered on a 'do-it-yourself' basis. DNA Behavior provides a vast resource center available to you online for you to manage these packages independently. We offer cohort and 1:1 training programs for a nominal fee should you wish to receive more individualized training.
3. The Discovery Processes, Insights, and Reports are intended to be bundled with your services and are not be resold.
4. In the event of a 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, insight and report availability at any time.

8. The organization's representative should retain a copy of this Agreement in their records for future reference.

## DNA Consultant Subscriptions:

In addition to the DNA Behavior subscription policies, the following policies applies for the DNA Consultant subscriptions.

1. Subscription access for 12-months, which is to be used in conjunction with coaching your consulting clients.
2. Support: The objective of these packages is to provide a fixed-cost model for 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 commissions once an Affiliate Partnership agreement is in place.
4. 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.
5. Conferences: You can 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 [dnacare@dnabehavior.com](mailto:dnacare@dnabehavior.com).

## ISV Partner Subscriptions:

In addition to the DNA Behavior subscription policies, the following policies applies for the DNA Consultant subscriptions.

1. Access to the DNA Application (as hosted on [app.dnabehavior.com](http://app.dnabehavior.com)) is provided on a non-production basis to test and develop your application. Using the application to measure or deliver insights on a commercialized or production basis is prohibited.

## Compliance, Due Diligence, and IT Reviews:

DNA Behavior recognizes the need and importance of participating in third-party vendor compliance, due diligence, and IT reviews. This review process is routine in many of the industries we operate in. Accordingly, we have partnered with RIA in a Box to provide access to key compliance and due diligence information. Should your firm have a requirement to do a custom review of DNA Behavior's technology and internal controls, our team will be happy to participate in your review if your firm maintains a minimum of 10 user licenses with DNA Behavior.