

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING LEGAL RIGHTS AND REMEDIES. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BOSI, INC. WHICH IS MADE EFFECTIVE AS OF THE DATE OF ELECTRONIC ACCEPTANCE. BY CLICKING THE "I ACCEPT" or "SUBMIT" BUTTON, YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. OVERVIEW. The terms “we”, “us”, “BOSI” or “our” shall refer to BOSI, Inc. The terms “you”, “your”, or “Applicant” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. This Agreement contains the complete terms and conditions that apply to the participation in the BOSI Partner Program (the “Program”). “Site” shall mean a World Wide Web site, and depending on the context, refers either to the BOSIDNA.com site or to the site that Applicant will link to our site. This Agreement includes the Terms of Use of the BOSI Site to which you are bound as a user of the BOSI Site.

2. DESCRIPTION OF PURPOSES; SERVICES. The purpose of this Agreement is to allow HTML linking (a “widget”) between your Site and BOSI’s Site.

a) **Application.** To enroll an Applicant must complete an application. Your acceptance into the Program is at the sole and exclusive discretion of BOSI. To qualify, your site must be “live”, (i.e., it must not be under construction). We do not accept companies that promote or contain links to illegal activities; sites that promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or sites that contain sexually explicit material. Any Applicant whose domain name includes “BOSI”, “Entrepreneurial DNA”, “BOSI DNA”, or variations or misspellings thereof will be deemed, at the sole and exclusive discretion of BOSI, to be unsuitable. Any Applicant found to be in an affiliate relationship with a company whose domain name includes “BOSI”, “Entrepreneurial DNA”, “BOSI DNA”, or variations or misspellings thereof, or whose business, or potential business and services, are deemed to be similar to that of BOSI, will be deemed to be unsuitable. Any Applicant found to be in violation of intellectual property rights or any local,

state, federal or other laws or regulation will be deemed unsuitable.

b) **Rejection of Application.** BOSI has the option of rejecting your application if we determine, at the sole and exclusive discretion of BOSI, that your site is unsuitable for any other reason. If your Application is rejected, you may reapply at any time. If your Application is accepted, but later deemed to be unsuitable, we may at any time, and without notice, terminate this Agreement.

3. LINKS ON APPLICANT’S SITE: PROGRAM. You acknowledge and agree:

a) The Program is a relationship between us and you. A pre-designed text and banner ad will appear on your website that draws attention to the BOSI Assessment Tool. A visitor to your website can take the BOSI Entrepreneurial DNA assessment via the link. We will track each user taking the assessment and, assuming the user “opts-in,” report back that user’s BOSI Profile so you can have such data for your purposes. If the user does not “opt-in” to permit the sharing of their BOSI Profile data with you, we will share anonymized aggregated trend data with you if sufficient user flow is available from your Site. If you have a membership program on your Site we will cooperate with you to allow your integration with our system to tag your user’s Userld and share it back with you.

b) Subject to the limited license set forth, BOSI will supply you with software code to link your users to BOSI’s Site. You are responsible for the placement of the links to BOSIDNA.com on your Site. You must use an HTML generator (provided by BOSI) to create your links. You may not alter banners, buttons, graphics or text links. If you wish to use links that are not created by the generator, or a modification of the links generated by the generator, you must obtain prior written permission from BOSI. You may not add or delete approved graphics and related links from your Site at any time without our approval.

c) A person ordering a product that has reached our Site via a link placed on your site pursuant to this Agreement is a customer of BOSI. Accordingly, the rules, policies and operating procedures of BOSI are applicable to such customers. BOSI reserves the rights to alter, update, or in any way change the rules, policies and operating procedures at any time.

4. LIMITED LICENSE AND INTELLECTUAL PROPERTY.

a) BOSI hereby grants you during the term of this Agreement a non-exclusive, non-transferable, non-

sub licensable, revocable right to use BOSI'S trade names, trademarks, service names and similar proprietary marks as is reasonably necessary to perform your obligations under this Agreement; provided, however, that any promotional materials containing BOSI'S proprietary marks will be subject to BOSI'S prior written approval. We reserve all U.S. and international intellectual property rights in and to our trade names, trade dress and trademarks, all rights of copyright, and in graphic images and texts, any other mediums so supplied, and any and all intellectual property rights whatsoever. We shall retain all right, title and interest, including ownership of copyright, for all programs, documentation, presentations, videos, drawings and reports developed under this Agreement and specifically the BOSI Assessment Tool. We may revoke your license at any time by providing you with notice in writing via the U.S. postal service, electronic mail, or facsimile.

b) Neither party to this Agreement shall in any manner disparage the other party or its products or services, or portray the other party or its products or services in a false, competitively adverse or poor light. Each party will comply with the other party's requests as to the use of the other party's proprietary marks and will avoid any action that diminishes the value of such marks. Either party's unauthorized use of the other party's proprietary marks is strictly prohibited. BOSI will make available to you a small graphic image that identifies your site as an affiliate of our Site. You must display this graphic on your site. You may not make any press release addressing this Agreement or your affiliation with BOSI without prior written consent from BOSI, which may be given or withheld at our sole discretion. Further, you may not misrepresent or embellish the affiliate relationship between BOSI and yourself. You may not represent, expressly or impliedly, that BOSI supports, sponsors, endorses or contributes to your company.

5. RESPONSIBILITIES OF BOSI. We represent and warrant that we have the right and authority to grant the rights and limited licenses granted herein and that we will endeavor to remain free of any obligations and restrictions that would interfere or be inconsistent with, or present a conflict of interest concerning the services this Agreement. We will undertake commercially reasonable efforts to comply with all applicable governmental regulations, rules and guidelines.

6. RESPONSIBILITIES OF PROGRAM PARTNER. You are solely responsible for developing, operating and maintaining your own Site. You assume responsibility for the technical operation and related equipment of your own Site. You are solely responsible for any and all materials (including their appropriateness and accuracy), sales, customer service and returns for your own site. You are solely responsible for ensuring that the materials posted on your site do not violate or infringe any third party's rights, including, but not limited to a third party's copyrights, trademarks, privacy or other personal or proprietary rights. You are solely responsible for ensuring that materials posted on its site are not libelous or otherwise illegal. You represent and warrant that you have the full right, title and authority to grant the rights and licenses granted herein. We warrant that we will remain free of any obligations and restrictions that would interfere or be inconsistent with, or present a conflict of interest concerning the services referred to herein this Agreement. You represent and warrant that you (1) will not misrepresent BOSI or use any BOSI materials or promotional materials referring to BOSI without BOSI's written permission and (2) will undertake its best efforts to comply with all applicable governmental regulations, rules and guidelines.

7. INDEMNIFICATION. BOSI disclaims liability for all matters enumerated under the "Responsibilities of Program Partner" portion of this Agreement. You assume all responsibility for content and subject matter of your Site and related material (including text and illustrations), and you will indemnify, defend and hold BOSI harmless against any claim, action, liability, losses and expenses (including reasonable attorneys' fees) resulting from or arising out of your use of BOSI's material or relating to the development, operation, maintenance and content of your Site.

8. LIMITATION OF LIABILITY. BOSI will have no liability for any reason for the failure and/or unavailability of its Site or for the adequacy of performance of the Site. BOSI will have no liability for down-time or service outages. BOSI will have no liability for any claims made by the user regarding the accuracy of any data or reports supplied to you as the same are provided for educational or informational purposes only. We will not be liable for any indirect, special or consequential damages,

including, but not limited to loss of revenue, profits or data, arising out of the relationship developed from this Agreement. The aggregate liability of BOSI with respect to this Agreement will not in any way exceed the total fees paid or payable to you under this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BOSI HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTIES REGARDING THE BOSIDNA.COM SITE, BOSI'S SERVICES OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOSI SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF ANY ECONOMIC OR OTHER BENEFIT THAT YOU MIGHT OBTAIN THROUGH YOUR PARTICIPATION IN THIS AGREEMENT. Some jurisdictions do not allow the exclusions of implied warranties, so the above exclusion may not apply to you.

9. TERM & TERMINATION. The period during which this Agreement will be in effect begins upon our acceptance of you as an Program Partner and will end when terminated by either party. Either party may terminate the Agreement at any time, with or without cause, by giving the other party 30 (thirty) days written notice of termination. Either party may terminate the Agreement immediately, without notice, if the other party breaches any material term of the Agreement and the breach is not cured within 10 (ten) days of written notification. Upon the termination of this Agreement, you must immediately cease use of all links to our site and any other materials provided to you in connection with this Agreement, including any BOSI trademarks, trade dress and logos. As with all services, your privilege to use BOSI link is dependent on your continued compliance with this Agreement.

10. General Terms.

a) Modification. BOSI, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the BOSI Site. You acknowledge and agree that (i) BOSI may notify you of such changes or modifications by posting them to its Site and (ii) your use of this widget or the Site or the Services found at the Site after such changes or modifications have been made (as indicated by the "Last Revised" date

at the top of this page) shall constitute your acceptance of this Agreement as last revised.

IF AT ANY TIME YOU DEEM THE MODIFICATION TO BE UNACCEPTABLE TO YOU, TERMINATION OF THIS AGREEMENT IS YOUR ONLY RECOURSE. YOUR CONTINUING USE OF THE BOSI LINK ASSESSMENT TOOL OR THE BOSI SITE FOLLOWING A MODIFICATION OF THE AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION.

b) Governing Law. This final Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois. Any action relating to this Agreement must be brought in the federal or state courts located in Chicago, Illinois. You irrevocably consent to the jurisdiction of these courts. The construction and interpretation of this Agreement shall not be strictly construed against the drafter.

c) Assignment. You may not assign this Agreement, by operation of law or otherwise, without the prior written consent of BOSI. Nothing in this Agreement is intended to confer any rights or remedies on any entity that is not a party to this Agreement.

d) Waiver. No failure to enforce any provision, assert any right or insist on performance of any provision under this Agreement in any instance shall be deemed a waiver of the ability to enforce such provision, assert such right, or insist on the performance of such obligations in the future. Our failure to enforce your strict performance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

e) Relationship of the Parties. The parties of this Agreement are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Neither party has the authority to bind the other or incur any obligation on behalf of the other. You will not make any statements, whether on your site or otherwise, that runs contrary to this relationship.

f) Confidentiality. The information and service provided by BOSI to its customers is proprietary in nature. Program Partner hereby acknowledges that it is not a competitor of BOSI and agrees not to share any proprietary information with any competitors of BOSI. With respect to information received by either party as a result of this Agreement, the parties will agree that the terms and conditions of this Agreement are confidential.

g) Force Majeure. Neither party hereto shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder for any event, circumstance, or cause beyond its control such as, but not limited to, acts of God, strikes, lock-outs, general revolution, riots, epidemics, power shortages, fire, earthquake or flood. The party affected by any such event shall notify the other party within a maximum period of fifteen (15) days from its occurrence. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under the Agreement.

h) Severability. The provisions of this Agreement are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Thank you for choosing to be a part of BOSI's Partner Program. Please feel free to contact us with any questions or concerns you may have.

BOSI, Inc.

Email: info@bosidna.com

URL: <http://www.bosidna.com>