

Limbic Arc – Affiliate Agreement

This Agreement consists of five sections: (A) Definitions, (B) Affiliate Agreement, (C) Software as a Service (SaaS) Agreement, (D) Mandatory and Binding Arbitration Agreement, and (E) Miscellaneous Provisions—jointly constituting the “Agreement”.

This Agreement is entered into as of the date written below by Limbic Arc, LLC and me (“Independent Affiliate”).

A. DEFINITIONS

Defined terms are set forth below or may be separately defined in any of the agreements. The meaning of capitalized terms not found in this document is set forth in the Terms & Conditions.

“Bonuses” means the compensation paid to Affiliates based on the dollar volume of Company Subscriptions enrolled by an Affiliate, and Downline Organization, as set forth in the Sales Compensation Plan.

“Contract” means the agreement between Company and me composed of this Affiliate Agreement, the Mandatory and Binding Arbitration Agreement, Miscellaneous Provisions, the Terms & Conditions (including Policies & Procedures), the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference. Wherever the context will so require, all words are deemed to include the plural as well as the singular, and to include all genders.

“Affiliate” means an independent contractor authorized by Company to market Company Subscriptions in the United States, recruit other Affiliates, and receive Bonuses in accordance with the requirements of the Sales Compensation Plan.

“Affiliate Agreement” means this Affiliate application and agreement that must be completed and submitted to Company in order to apply to become an Affiliate, the Software as a Service Agreement, the Mandatory and Binding Arbitration Agreement, and the Miscellaneous Provisions.

“Company” means Limbic Arc, LLC.

“Limbic Arc” means Company and their affiliated companies.

“Company Subscriptions” means the products and services of COMPANY, consisting of software licenses.

“Policies & Procedures” means the Terms & Conditions.

“Sales Compensation Plan” means the specific plan that outlines the details and requirements of the compensation structure for Affiliates

“Software as a Service Agreement” means the software as a service agreement contained in Section B hereto.

“Terms & Conditions” means the Terms & Conditions (including Policies & Procedures), a living document that governs the rights and relationships and sets forth the obligations of all subscribers to the software of the Company, including Affiliates, as amended from time-to-time.

B. AFFILIATE AGREEMENT

The Affiliate Agreement is between Limbic Arc, LLC, 1172 W 700 N, STE 300, Lindon, UT 84042-1461 and me.

1. Right to Market Company Subscriptions and Enroll

Subject to the terms of this Affiliate Agreement and the Company Terms & Conditions, Company grants to me (a) the right to be an Affiliate and market Company Subscriptions through person-to-person sales, and (b) enroll new Affiliates.

2. Software as a Service Agreement

Company will offer to me, as an independent contractor, Company Subscriptions for purchase. I have the right to purchase Company Subscriptions at the price stated by Company and agree that Company may change Company Software Subscription prices without prior notice.

3. Independent Contractor

I acknowledge and agree that as an Affiliate, I am an independent contractor of Company.

As an independent contractor, I will:

- be self-employed, and determine in my sole discretion, when I work and the number of hours I work; be paid Bonuses based on sales and not the number of hours that I work
- be subject to entrepreneurial risk and responsible for all losses that I incur as an affiliate;
- if required, obtain a federal employment identification number;
- pay my own business or other applicable license fees and any insurance premiums;

- be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Company;
- not be treated as an employee for federal or state tax purposes; and
- pay any self-employment taxes required by federal, state, and local laws, statutes, and regulations.

I am not an employee, agent, or legal representative of Company, and except as permitted by the Contract, I am not authorized to act on behalf of Company. Nothing in the Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Company and me.

4. Marketing of Products and Services

- (a) I will promote the retail sale of Company Subscriptions in accordance with the Terms & Conditions of the Contract.
- (b) I agree not to make any claims about Company Subscriptions and the Sales Compensation Plan unless they are in official Company literature. Company will pay me for the sale of Company Subscriptions less cancelation refunds as set forth in the Sales Compensation Plan. I understand and agree that, in order to be eligible to receive payments, I must meet all requirements outlined in the Sales Compensation Plan and not be in violation of the terms of the Contract.
- (c) I will not purchase Company Subscriptions solely for the purpose of qualifying for Bonuses.
- (d) I agree to encourage, supervise and assist my Downline Organization's efforts to sell Company Subscriptions to retail customers.

5. Cancelation Refunds

Company policy is to issue no refunds for any subscription that is active during any monthly billing cycle. Notwithstanding the foregoing, the Company may choose, in its sole and absolute discretion, to issue a refund to any purchaser of any Company Subscription, less applicable Bonuses paid.

6. International Operations

- (a) United States Operations. While this Agreement grants me the right to market the Company or its products and/or services, I do so in other countries outside of the United States at my own risk. The Company makes no representations and gives no warranties regarding the legality of operating in any nation other than the United States of America.

- (b) Laws of Authorized Countries I acknowledge that each country has specific laws and requirements applicable to me as a enroller of Affiliates, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa, and registration requirements.

- (c) Product Purchases in Countries other than the United States. I agree that prior to business operations in other countries, at Companies request, I will enter into a separate Software as a Service Agreement applicable to that country. I further agree that I will comply with all applicable laws regarding the sale and purchase of Company Subscriptions in each country in which I operate.

C. SOFTWARE AS A SERVICE AGREEMENT

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as defined below. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with in accordance with the Company's standard best business practices.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United

States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policies & Procedures”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it

without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) data, including personal data, provided by the Customer and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Customer grants to Company all rights and license, as needed, to fully commercialize all data, including Customer Data.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email) . If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR ACTUAL BODILY INJURY OF A PERSON PROXIMATELY CASUED BY COMPANY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS & CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF

SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. MANDATORY AND BINDING ARBITRATION AGREEMENT

This Mandatory and Binding Arbitration Agreement is between COMPANY and me.

1. THIS CONTRACT IS SUBJECT TO MEDIATION AS SET FORTH IN THE TERMS & CONDITIONS, incorporated by reference.
2. THIS CONTRACT IS ALSO SUBJECT TO ARBITRATION AS SET FORTH IN THE TERMS & CONDITIONS incorporated by reference.
3. I AGREE TO ACCEPT AND BE BOUND BY THIS MEDIATION AGREEMENT AND ARBITRATION AGREEMENT IF I ACCESS ANY COMPANY WEB SITE, AND USE THE INFORMATION THEREIN, OR BY THE PURCHASE OF ANY COMPANY SUBSCRIPTIONS MADE AVAILABLE THROUGH SAID WEB SITES, OR IF I RECEIVE A BONUS.

E. MISCELLANEOUS PROVISIONS--REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY AND LIMITATION OF LIABILITY

1. Representations and Warranties

I represent and warrant that (a) I am authorized to enter this Contract and that I have met all legal requirements to enter into a valid contract in the United States; (b) when executed and delivered by me and accepted by Company as described herein, the Contract constitutes a legal, valid and binding obligation; (c) the information provided by me in the Contract is accurate and complete and if I have provided any false or misleading information authorizes Company, at its election, to declare the Contract void from its inception; (d) the social security number or federal tax identification number provided in this Affiliate Agreement is my correct tax payer identification number for United States income tax purposes; (e) I, if an individual based in the United States, am a United States citizen or a lawful permanent resident of the United States or, if a business entity formed in the United States, such as a corporation, partnership, limited liability company, or any other form of business organization, it is legally formed under the laws of the state in which it was organized and that each member of the business entity has proper legal authorization to conduct business in the United States; and (f) neither I nor my partner/spouse (or if a corporation or other business organization, then any participant therein who is or should be listed on the Business Entity Form) have been engaged in Business Activity in another Affiliateship in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Sales Compensation Plan) immediately preceding my signup under my Enroller identified in the Affiliate Agreement.

2. Authorization to Transfer Personal Information

In order for Company to provide support for my Affiliateship, I authorize Company to transfer and disclose personal and/or confidential information, which (a) I have provided to Company in connection with my Affiliateship and Downline Organization, or (b) that has been developed as a result of my activity as an Affiliate, to (i) its parent and affiliated companies, (ii) and to my Company independent upline affiliates when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize Company to use my personal information for any purpose, including affiliate recognition and marketing materials.

3. Acceptance of Contract by Company

The effective date of this Agreement will be the date it is accepted by Company, which will be (i) the date that I execute the Agreement electronically via the company's internet signup procedure and it is received and accepted, or) the date a temporary account is set up, and in the discretion of Company, my subsequent actions indicate an ongoing intent to pursue the business. The temporary account may be terminated by Company, at its discretion, if an original hard copy of this agreement is not received and accepted by Company within thirty (30) days from the date a temporary account is set up.



Phone: 801-877-5055
Email: info@limbicarc.com
Web: LimbicArc.com

4. Indemnity and Limitation of Liability

(a) Indemnity

I will indemnify and hold Company, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney’s fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Company business, including without limitation, breach of representations and warranties, material breach of the Contract and other agreements between the parties, or any other claims or causes of action.

(b) Limitation of Liability

I agree that Company will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or other agreement between the parties. I agree that the entire liability of Company for any claim whatsoever related to my relationship with Company, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Company Subscriptions that I have purchased from Company.

I have previously reviewed the Contract, or agree, before conducting any Affiliate activity, to do so online at Company’s website. If I refuse to follow any provision of the Contract, I agree to notify Company, in writing, and cancel my Affiliateship.

I certify that I am 18 years old and legally able to enter into this Contract (which includes the Binding and Mandatory Arbitration Agreement) and agree to be bound by the Terms & Conditions of the Contract.

Applicant Signature _____ Date _____