

## MLJ ONLINE DEMO STANDARD LICENSING TERMS AND CONDITIONS

TO SUBSCRIBE TO THE MLJ ONLINE DEMO STANDARD LICENSE ("**MLJ ONLINE DEMO**"), PLEASE READ THESE TERMS ("**TERMS**") CAREFULLY. THESE TERMS FORM A LEGAL CONTRACT BETWEEN **CONSCIENCE INFORMATION TECHNOLOGIES INC.**, A DELAWARE CORPORATION, HAVING ITS REGISTERED OFFICE AT 16192 COASTAL HIGHWAY, LEWES, DELAWARE 19958 AND ITS AFFILIATES ("**CONSCIENCE**") AND THE ENTITY OR INDIVIDUAL SUBSCRIBING TO THE MLJ ONLINE DEMO ("**DEMO VISITOR**"). BY CLICKING ON "I AGREE" CHECK BOX AND SIGNING UP FOR USING THE MLJ ONLINE DEMO, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT SIGN UP OR ACCESS THE MLJ ONLINE DEMO.

In consideration of mutual synergies and covenants arising out of the Purpose, the adequacy and sufficiency of which is hereby acknowledged by both parties, Demo Visitor agrees that this license to access and attend the MLJ Online Demo is granted on a non-exclusive, non-transferable, revocable, non-sublicensable, limited basis solely to review and evaluate the Product for their internal purpose ("**Purpose**") in accordance with these Terms. Demo Visitor understands and acknowledges that the MLJ Online Demo is offered for such duration as offered by Conscience or as mutually determined and can be availed through virtual third party channels such as Microsoft Teams, Zoom or Google Meets, as directed by Conscience ("**Channels**"), for the Purpose. The MLJ Online Demo will be provided at such time slot as mutually agreed between the parties. Conscience may at its will suspend/terminate Demo Visitor's access to this MLJ Online Demo. For sake of brevity in the Terms, "**Product**" is defined as MyLearnerJourney, also abbreviated as MLJ (including all its components), means a (software-as-a-service) experience App for Learning designed and developed by Conscience as an extension for specific Host LMS and any other component(s) developed by Conscience for the Demo Visitor's Purpose.

At the time of registration, Demo Visitor will enter details and information in Registration Form provided by Conscience. Demo Visitor represents and warrants that information and details shared in the Registration Form is true, accurate and correct and Demo Visitor will forthwith notify Conscience, no later than ten (10) business days of any changes to the information and details shared in Registration Form. For the sake of clarity, "**Registration Form**" shall mean any online, digital or physical form provided by Conscience that is filled in by Demo Visitor for the purpose of registration in order to provide relevant information and used by Conscience as part of onboarding Demo Visitor under these Terms.

While using the MLJ Online Demo, the Demo Visitor shall not, directly or indirectly, (i) use the MLJ Online Demo for any purpose other than the Purpose (ii) copy, adapt, translate, or reproduce the MLJ Online Demo or create any derivative works thereof, (iii) allow any third-party to access or benefit from the functionality of the MLJ Online Demo, (iv) use the MLJ Online Demo in violation of any applicable laws or regulations, (v) use or access the MLJ Online Demo for competitive activities, (vi) engage in any infringing activities, (vii) transmit, access or distribute any virus through the MLJ Online Demo (viii) attempt to interfere with or compromise the integrity or security of the MLJ Online Demo; and/or (xi) use the MLJ Online Demo in a manner that is illegal or causes damage or injury to any

person or property. All rights not specifically and unequivocally granted to the Demo Visitor are reserved by Conscience.

The MLJ Online Demo and the services offered under these Terms are made available by Conscience on “as is” and “as available” basis. Conscience will not be liable for any defects, representations, conditions, warranties or covenants whatsoever, including without limitation, any express, statutory, or implied representations, warranties or conditions of merchantability, merchantable quality, satisfactory quality or fitness for a particular purpose, or arising otherwise in law or equity or from a course of dealing or usage of trade. Demo Visitor further acknowledges and understands that MLJ Online Demo may contain defects, bugs or errors, and that the license granted may be subject to limitations, delays, and other problems inherent in the use of communications facilities. For sake of clarity, Demo Visitor agrees and acknowledges that it will ensure that they have the systems and the required subscriptions (if any) to access and utilise the Channels, at Demo Visitor’s own cost and expense and Conscience bears no responsibility with respect to the same. Further, the Demo Visitor agrees and acknowledges to sign the applicable licensing terms (if any) with respect to the Channels and Conscience will not be liable for any downtimes or system issues faced at the time of using such Channels.

Demo Visitor acknowledges and agrees that Conscience owns all right, title and interest (including without limitation all patents, copyrights, trade secrets, design rights, utility models or other similar invention rights, confidentiality rights, trademarks, trade names and service marks in Product and the MLJ Online Demo’s interface, design, texts, graphics, audio, selection and arrangement of the content and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired or other proprietary rights) in the MLJ Online Demo, Product and any modifications, corrections or enhancements thereto, whether or not made by Conscience. The parties agree that all oral or written feedback provided by the Demo Visitor to Conscience shall be considered the property of Conscience and, may be used by Conscience for any purpose including to enhance Product, MLJ Online Demo and Demo Visitor shall keep all feedback confidential pursuant to the Terms herein.

While using the MLJ Online Demo, Demo Visitor will have access to information that is confidential to Conscience, including but not limited to the MLJ Online Demo, Product, its features, functioning, etc. and any information related thereto (“**Confidential Information**”). Demo Visitor shall (i) keep such Confidential Information a secret and not disclose it to any third-party and shall use the same degree of care as the Demo Visitor would take to protect the confidentiality of its own confidential information (but in no event less than reasonable care), (ii) not use the Confidential Information in any way other than for the Purpose or (iii) immediately notify Conscience in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Conscience in taking necessary remedial action. The confidentiality obligations shall survive the termination and/or expiry of these Terms.

In no event will Conscience be liable for direct, indirect, consequential, special, incidental, or punitive damages, including loss of use, profit, revenue or goodwill, whether based in contract, negligence or otherwise arising out of, resulting from or in any way relating to the use of the or inability to use of the MLJ Online Demo.

Conscience only uses any personal information entered by the Demo Visitor in the Registration Form in accordance with the privacy policy hosted at <https://www.mylearnerjourney.com/privacy-policy/>, as amended from time to time.

These Terms are governed and construed in accordance with the laws of the state of New Jersey, USA and shall be subject to the jurisdiction of courts in the state of New Jersey, USA.

All notices, required to be made under these Terms shall be in writing, signed by the party giving such notice, and shall be delivered or sent by registered, certified or electronic mail, to the party, at its address on file with the other party.

**I AGREE**