

FREE TRIAL AND BETA LICENSE AGREEMENT

TO SUBSCRIBE TO THESE TERMS, PLEASE READ THIS FREE TRIAL AND BETA LICENSE AGREEMENT (“**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 PRODUCT, WHERE THE CONTEXT SO REQUIRES (“**SUBSCRIBER**”).

BY CLICKING ON "I AGREE" (OR A SIMILAR BUTTON) OR BY DOWNLOADING OR INSTALLING, REGISTERING, ACCESSING OR OTHERWISE USING THE PRODUCT IN ANY MANNER (“**EFFECTIVE DATE**”), SUBSCRIBER ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN SUBSCRIBER AND CONSCIENCE. ANY PERSON (IDENTIFIED AS “**CLIENT MANAGER**”, HEREIN) ACCEPTING THESE TERMS REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED BY SUBSCRIBER AND HAS LEGAL CAPACITY AS WELL AS THE NECESSARY RIGHTS TO ACCEPT THESE TERMS ON BEHALF OF SUBSCRIBER TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF SUBSCRIBER WITH RESPECT TO THE MATTERS CONTAINED HEREIN AND AS STATED HEREIN.

IF SUBSCRIBER DOES NOT AGREE TO THESE TERMS, SUBSCRIBER SHOULD NOT ACCESS, INSTALL OR USE THE PRODUCT.

IF SUBSCRIBER CONTINUES TO USE THIS PRODUCT, SUBSCRIBER IS AGREEING TO BE BOUND BY THESE TERMS, WHICH ALONG WITH THE PRIVACY POLICY AS WELL AS THE DATA PROCESSING ADDENDUM OR ANY POLICIES AND PROCEDURES THAT CONSCIENCE PUBLISHES FROM TIME TO TIME, GOVERN SUBSCRIBER’S USE OF THIS PRODUCT.

Conscience and Subscriber are individually referred to as a “**Party**” and collectively as the “**Parties**”.

1. DEFINITIONS

- (i) “**Affiliate(s)**” shall mean any corporation, association, or other entity that directly or indirectly owns, is owned by, or is under common ownership with either Party, respectively, either currently or during the validity of these Terms.
- (ii) “**Documentation**” shall mean any accompanying documents, content, data, user guides, online help, release notes, training materials provided by Conscience to Subscriber along with the Product.
- (iii) “**EULA**” shall mean the End User License Agreement, which shall govern the Permitted User’s access to the Subscription.
- (iv) “**Evaluation**” and its variants shall mean the evaluation of the Product, carried out by Subscriber, by deploying or using the Product in its environment i.e., Subscriber’s specific Host LMS instance, including a review and demonstration of the Product and testing the capabilities of the Product during the Evaluation Period.

- (v) **“Evaluation Period”** means the period of free Subscription to the Product for the Purpose, commencing from the Effective Date of these Terms and shall mean for such period as provided by Conscience from time to time at its sole discretion.
- (vi) **“Host LMS”** means the identified learning management system (with its version) for which the Product is designed by Conscience and subscribed to by Subscriber.
- (vii) **“Product”** namely **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 Purpose.
- (viii) **“Purpose”** shall mean the ability for Permitted Users to evaluate the Product for its internal business use and for Subscriber to make a purchase decision of the Product by way of a subsequent subscription (paid version) of the Product, by or after the Evaluation Period.
- (ix) **“Subscriber Content”** means all data and material uploaded by Subscriber in the Product for use in connection with the Services, including but not limited to any course content in Subscriber’s Host LMS which the Product uses for visualization and identified usage and analytical data for the Permitted User’s roles supported by the Product.
- (x) **“Licensable Activity”** shall mean any activity encompassed by any intellectual property rights and which, in the absence of a license would give rise to liability for infringement (or inducement of infringement or contributory infringement) of such intellectual property rights.
- (xi) **“Permitted User(s)”** shall mean Client Manager, or any permitted employee or consultant, course creator or any permitted user such as students, faculty, teachers, staff, or any other authorized representative of Subscriber, either individually or collectively, who may access the Product and use the Subscription pursuant to Subscriber’s Subscription herein.
- (xii) **“Registration Form”** shall mean any online, digital or physical form provided by Conscience that is filled in by Subscriber for the purpose of registration in order to provide relevant information and used by Conscience as part of onboarding Subscriber as a Permitted User under these Terms.
- (xiii) **“Services”** shall mean the internet accessible service offered by Conscience under which the Product hosted by Conscience on the cloud is made available to Subscriber as part of a free and beta trial of the Product.
- (xiv) **“Subscription”** means the use and access to the Product for the Purpose, during the Evaluation Period in accordance with these Terms.

2. GRANT OF LICENSE

(i) Grant of License:

In consideration of mutual synergies and covenants arising out of the Purpose, the adequacy and sufficiency of which is hereby acknowledged by both Parties, Conscience hereby grants to Subscriber during the Evaluation Period, a non-exclusive, non-transferable, revocable, non-sublicensable, limited Subscription for the Purpose. Subscriber understands and acknowledges that (i) at the end of the Evaluation Period, Subscriber's access to the trial version of the Subscription shall automatically expire; and (ii) to continue the use and access to the Product, Subscriber shall have to enter into a separate agreement with Conscience to avail its full paid/commercial version. During this Evaluation Period, Conscience shall support Subscriber in using or testing the Product in such manner, including providing updates, bug fixes, builds, or error corrections, as Conscience deems fit and proper (collectively "**Product Updates**"). If Conscience, at its sole option, provides Product Updates to Subscriber, the Product Updates will be considered part of the Product, and subject to these Terms.

3. RESTRICTIONS

While availing the Subscription Subscriber shall not, directly or indirectly, (i) copy, modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, extract, alter, reproduce or otherwise make any changes to the Product or create any derivative works, (ii) use the Subscription in any manner to provide time-sharing, benchmarking or other computer services to third parties, except as expressly provided herein, or allow any third-party to access or benefit from the functionality of the Product, (iii) use the Subscription, or allow the transfer, transmission, export, or re-export of the Product or portion thereof in violation of any applicable export control laws or regulations, (iv) use the Subscription for any purpose other than the Purpose or the Objective (v) use the Subscription to develop any competing or similar product in perpetuity, (vi) engage in any Licensable Activity, or (vii) use any of the Product's components, add-ons, files, modules, externals, contents including associated license material separately from the Product, or (viii) use the Subscription with any unsupported software or hardware (as maybe described in the applicable Documentation provided by Conscience). Subscriber shall have no rights over the Product other than as specifically granted herein. All rights not specifically and unequivocally granted to Subscriber are reserved by Conscience. Conscience agrees to not engage in, and not allow the Permitted User to engage in the following activities:

- (i) use the Product and Services to access, store, distribute, or transmit any material that is defamatory, inflammatory, harassing, or racially or ethnically offensive, unlawful, harmful, threatening, obscene, violent or infringing;
- (ii) store, transmit, access or distribute any virus through the Product;
- (iii) use any automated system, to access the Product and Services in a manner that sends more request messages to the Product and Services than a human can reasonably send in the same time period by using a conventional online web browser;
- (iv) attempt to interfere with or compromise the integrity or security of the Product; and

- (v) use the Product and Services in a manner that is illegal or causes damage or injury to any person or property.

4. SUBSCRIBER'S OBLIGATIONS

(i) **Account Management:**

As a condition for availing the Subscription, the Permitted Users may be required to register with Conscience through Subscriber and select a password and enter his/her personal details and organizational details, including LMS details as is relevant for the use of the Product. This account management will be facilitated through the administrator (Client Manager) appointed by Subscriber. Subscriber acknowledges that each Permitted User is authorised by Subscriber to conduct the Evaluation on behalf of Subscriber and further agrees that the Permitted User may answer Conscience's questions and participate in surveys conducted by Conscience from time to time during the Evaluation Period. Subscriber agrees that the Permitted User will support the execution of the Subscription in accordance with the instructions, steps and terms provided by the License in relation with the Product including but not limited to installation, support, upgrades and error evaluation. Subscriber further acknowledges that Conscience may contact any Permitted User by way of emails or telephone numbers provided by the Permitted User.

(ii) **Compliance with Laws:**

Subscriber shall comply with applicable local, state, national and foreign laws in connection with its use of the Subscription, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Subscriber acknowledges that Conscience exercises no control over Subscriber Content transmitted by the Subscriber or the Permitted Users through the Product. Subscriber shall not upload, post, reproduce or distribute any information, Product or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

(iii) **Unauthorized Use; False Information:**

Subscriber shall: (i) notify Conscience immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security, (ii) report to Conscience immediately and use reasonable efforts to stop any unauthorized use of the Subscription that is known or suspected by Subscriber or any Permitted Users, and (iii) not provide false identity information to gain access to the Product or use the Subscription.

(iv) **Product Access:**

Once subscribed, Subscriber shall ensure that the Permitted Users abide by these Terms and the EULA at all times while accessing the Product and using the Services. Subscriber shall be solely responsible for the acts and omissions of its Permitted Users. Conscience shall not be liable for any loss of Subscriber Content caused directly or indirectly by the Permitted Users. The access provided to Subscriber is subject to Subscriber providing all the information required by Conscience and at the sole discretion of Conscience. Subscriber acknowledges that Subscriber does not get a license to use the Subscription automatically by filling up and

submitting the Registration Form, and the same is subject to the Conscience's explicit acceptance and approval. Conscience may monitor Subscriber's and Permitted Users' use of the Products and Services to ensure the quality of, and improve, the Products and Services, and verify Subscriber's compliance with these Terms, and the Permitted User's compliance with the EULA.

(v) **Subscriber Content:**

Subscriber is solely responsible for all Subscriber Content transmitted on the Product, and for ensuring that Subscriber Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third-party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Subscriber acknowledges and agrees that Conscience uses certain third-party tools for analytical purposes and may use Subscriber Content and track Subscriber's usage of the Subscription for any purpose including but not limited to research, analytics, and to improve the Services.

- (vi) Subscriber agrees that Subscriber shall not assert, or authorize, assist, or encourage any third-party to assert against Conscience any infringement or misappropriation of intellectual property rights related claim regarding the Product or the Services. Subscriber agrees that it will not, and will not allow any Permitted User to, use the Product to, directly or indirectly, develop or improve a similar or competing product or service in perpetuity.

(vii) **Third-Party Licenses**

- (a) Depending on the Host LMS used by Subscriber, Subscriber agrees that the Host LMS may contain certain Host LMS licenses, third-party licenses or open-source software ("OSS"). The underlying Host LMS licenses, third-party licenses and OSS govern Subscriber's use of the Host LMS and Subscriber agrees that it is solely responsible to comply with and ensure that its Permitted Users comply with the terms applicable to such Host LMS licenses, third-party licenses or OSS. Subscriber acknowledges that Conscience disclaims any and all responsibilities with respect to such Host LMS licenses, third-party licenses or open-source licenses.

Conscience further acknowledges that the Product may include certain components, developed and owned by third parties, which are governed by third-party licenses or OSS. To the extent such components developed and owned by third parties or OSS are incorporated in the Product, the additional restrictions or limitations applicable under such third-party licenses or OSS, which are not specifically mentioned in these Terms, will be applicable to Subscriber.

(viii) **Subscriber:**

- (a) must ensure that it ends a Permitted User's right to access and use the Product and the Services, if the Permitted User ceases its official relationship with Subscriber;
- (b) must notify Conscience and Client Manager, in writing if there are any changes to any of Subscriber's contact details (as applicable) ;

- (c) shall procure that each Permitted User keeps secure and confidential any username and password provided to, or created by, that Permitted User for their use of the Product and the Services, and that they will not disclose such username and password to any third-party, including any other Permitted Users or persons within Subscriber's organization, company or business;
- (d) must use the Product and the Services in accordance with these Terms and be responsible for any acts and omissions in connection with the use of the Product or Services by its Permitted Users;
- (e) must ensure that its network and systems, including its internet browser, complies with any relevant specifications provided by Conscience in writing (including e-mail) from time to time;
- (f) is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems in order to access and use the Product and the Services;
- (g) must comply with all applicable laws and regulations with respect to its use of the Product and the Services and its activities under these Terms;
- (h) is responsible for maintaining the confidentiality of its login details for its account and for any activities that occur under its account, including the activities of Permitted Users; and
- (i) agrees that Conscience will not be responsible for any issue arising in Subscriber's and/or the Permitted User's use of the Product due to (i) any incompatible version of the Host LMS and/or its components, whether internal or external, (ii) any dependencies that Conscience may have on the Permitted User, (iii) the Permitted User's browser including restrictions or issues, (iv) any internal or third-party application on the Permitted User's device or accessed online which conflicts with the normal use of the Product.
- (j) agrees and acknowledges that Subscriber's use of the Product is dependent on the Host LMS and in this regard: (a) Subscriber shall be required to follow and adhere to all the requirements and instructions in relation to the Host LMS, as provided by the Host LMS, including, but not limited to installation and use of the Host LMS; and (b) any changes to the Host LMS, in the existing versions, as well as any subsequent versions, including its integration with and exposure to third party applications, such as the application programming interface (the "API"), will impact Subscriber's use of the Product, in the existing versions, as well as any subsequent versions of the Product and the impact may vary from being inconsequential to the functionality of the Product, which may be capable of being fixed by Conscience, to disrupting the functionality of the Product in its entirety and in this regard, Subscriber shall be solely liable to ensure that it complies with the requirements in relation to the Host LMS.

(ix) **Third-Party Website and/or Applications**

The Product may contain links to, or call the servers of, third-party websites and/or applications, data or services that are not under Conscience's control, solely at the direction of and/or as a convenience to Subscriber ("**Third-Party Sites**"). As such, Conscience is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third-Party Sites. Access to and use of Third-Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at Subscriber's risk. Subscriber agrees and acknowledges that Conscience shall not be responsible or liable for any loss or damage of any sort incurred as the result of Subscriber's or the Permitted User's dealings or interactions with third-party organisations and individuals through the Product. In the event that Subscriber or any Permitted User has a dispute with one or more third-party organisations or individuals, Subscriber hereby

indemnifies Conscience, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Product.

5. FEES

The Subscription under these Terms is provided to Subscriber free of charge during the Evaluation Period for the Purpose or the Objective, as the case may be.

6. OWNERSHIP

Subscriber acknowledges and agrees that Conscience own 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, Product'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 Product and the Services and any modifications, corrections or enhancements thereto, whether or not made by Conscience. Subscriber acknowledges and agrees the Product may generate certain reports in relation to the performance of the Product and Subscriber's usage of the Product ("**Reports**") with the use of Subscriber Content provided by Subscriber while availing the Subscription. All intellectual property rights including the ownership rights in all such Reports generated during the provision of Subscription shall vest solely with Conscience (if any).

7. FEEDBACK

Subscriber agrees to provide reasonable feedback related to the performance and usability of the Product. Such feedback includes but is not limited to the usability of the Product, bug reports, test results, problems or deficiencies encountered by Subscriber while using the Product, suggested solutions to such problems or deficiencies, and recommended action for modification of the Product ("**Feedback**"). The Parties agree that all oral or written Feedback provided by Subscriber to Conscience shall be considered the property of Conscience, may be used by Conscience for any purpose, and Subscriber shall keep all Feedback confidential pursuant to the terms herein. Subscriber agrees to execute any documents or take any actions in connection with the assignment of any intellectual property rights or any other rights associated with the Feedback that Conscience may reasonably request to secure and preserve Conscience's rights hereunder, or to enforce, defend or confirm Conscience's right to exploit those rights. Subscriber appoints Conscience its attorney-in-fact to execute assignments of, and register all right, title and interest to, such intellectual property rights or any other rights associated with the Feedback.

8. REPRESENTATIONS AND WARRANTIES

- (a) Subscriber represents and warrants to Conscience that it has the legal right and authority to enter into and perform its obligations under these Terms. Subscriber represents and warrants that information and details shared in the Registration Form is true, accurate and correct and Subscriber will forthwith notify Conscience of any changes to the information and details shared in Registration Form. Subscriber represents and warrants that if there is any change in the Client Manager's email address, the same shall be notified to Conscience, no later than ten (10) business days of such change. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of the Permitted User's account.
- (b) Subscriber hereby acknowledges and agrees that in accepting these Terms, Subscriber has had recourse to its own skill and judgment to check the applicability of the Product and to validate if the Subscription and Product are suitable for the task for which the Subscriber intends them to be used and has not relied on any representations made by Conscience or any of its employees or agents.

9. DISCLAIMER OF WARRANTIES

SUBSCRIBER AGREES THAT THE SUBSCRIPTION IS PROVIDED TO SUBSCRIBER ON A TRIAL BASIS FOR SUBSCRIBER'S UNDERSTANDING AND EVALUATION OF THE PRODUCT AND SERVICES BEFORE AVAILING THE PAID VERSION OF THE SUBSCRIPTION, AND THAT THE PRODUCT OR SERVICES MAY CONTAIN SOME DEFECTS. CONSCIENCE SHALL NOT BE HELD LIABLE FOR ANY DEFECT(S) CONTAINED THEREIN. SUBSCRIBER ACKNOWLEDGES THAT THE PRODUCT IS PROVIDED "AS IS, WITH ALL FAULTS", WITHOUT ANY MAINTENANCE, DEBUGGING, SUPPORT OR IMPROVEMENT. CONSCIENCE HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE PRODUCT AND/OR SERVICES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT HELD BY A THIRD-PARTY. CONSCIENCE DOES NOT WARRANT THAT ANY OF THE FUNCTIONS CONTAINED IN THE PRODUCT AND ITS SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCT OR SERVICES WILL BE CORRECTED. SUBSCRIBER ACKNOWLEDGES THAT CONSCIENCE DOES NOT CONTROL THE ACCURACY, TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SUBSCRIPTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FURTHER, CONSCIENCE DISCLAIMS ALL ANALYTICS AND COMPUTATION IN THE PRODUCT, WHICH ARE GOVERNED BY THE FEATURES, FUNCTIONALITY AND DATA COMPUTATION RULES OF THE INHERENT HOST LMS ON WHICH THE PRODUCT IS USED. CONSCIENCE FURTHER DISCLAIMS ANY NON-PERFORMANCE OF THE PRODUCT OR ANY INACCURATE PERFORMANCE OF THE PRODUCT, ARISING OUT OF SUBSCRIBER'S NON-COMPLIANCE WITH ITS OBLIGATIONS IN RELATION TO THE HOSTLMS, AS PROVIDED BY THE HOST LMS, INCLUDING IN RELATION TO THE INSTALLATION AND USE OF THE HOST LMS BY SUBSCRIBER. CONSCIENCE ALSO DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, IN RELATION TO THE CURRENT OR FUTURE VERSIONS OF THE HOST LMS, INCLUDING ITS INTEGRATION WITH AND EXPOSURE TO THIRD PARTY APPLICATIONS, SUCH AS THE API, AND HOW SUCH FUNCTIONALITY CHANGES MAY IMPACT SUBSCRIBER'S USE OF THE PRODUCT, IN THE EXISTING VERSIONS, AS WELL AS ANY

SUBSEQUENT VERSIONS. CONSCIENCE ALSO DISCLAIMS THE INHERENT SERVER PERFORMANCE ON WHICH THE HOST LMS IS HOSTED, THAT THE PRODUCT RELIES ON, AND SUBSCRIBER UNDERSTANDS AND AGREES IS SUBJECT TO THE RIGHTS AND PERMISSIONS SET BY THE HOST LMS ADMINISTRATOR OF SUBSCRIBER. CONSCIENCE FURTHER DISCLAIMS THE SETTINGS AS REQUIRED FOR THE FIREWALL ACCESS AND INTERNAL HOST LMS' SCHEDULED JOBS AND TASKS AS IS REQUIRED FOR THE OPTIMAL PERFORMANCE OF THE PRODUCT.

10. BUSINESS CLOSURE

If Conscience ceases business operations or is unable or not permitted to continue its business for any reason whatsoever, including the non-feasibility of continuing business or maintaining the Product with any existing or future versions of the Host LMS, Conscience may, at its sole option, discontinue the business and the Product and upon the occurrence of such an event, the Subscription shall automatically be terminated.

11. INDEMNITY AND LIMITATION OF LIABILITY

Subscriber agrees:

- (i) That Subscriber assumes the entire risk as to the quality, results, performance and/or non-performance of the Product. Subscriber shall have the sole responsibility to adequately protect and backup Subscriber's and the Permitted User's data or equipment used in connection with the Product.
- (ii) that in no event shall 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 or inability to use the Subscription by Subscriber; and
- (iii) to indemnify and hold Conscience harmless from and against any and all claims, liabilities or expenses, including reasonable attorneys' fees, arising out of or related to the use of the Subscription under these Terms or the Permitter User's breach of the EULA.

12. CONFIDENTIALITY AND PROPRIETARY INFORMATION

By virtue of these Terms, Subscriber may have access to information that is confidential to Conscience, including but not limited to the Product and the Subscription, its features, functioning, etc. and any information related thereto ("**Conscience' Confidential Information**"). Conscience may have access to Subscriber's proprietary or business information including but not limited to specifications, customizations, business and sensitive information, documents, business and development plans, processes, strategies and any other information that has not otherwise been made publicly available and marked or indicated to Conscience as confidential ("**Subscriber's Confidential Information**"). Conscience' Confidential Information and Subscriber's Confidential Information will individually and/or collectively be referred to as "**Confidential Information**". The receiving Party agrees to keep Confidential Information a

secret and not disclose it to any third-party. The receiving Party shall use the same degree of care to keep confidential the disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of a like kind (but in no event less than reasonable care). The receiving Party shall not disclose or use any Confidential Information for any purpose outside the scope of these Terms, and the receiving Party shall limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with these Terms, and who have signed confidentiality agreements with the receiving Party containing protections no less stringent than those contained herein. The provisions of this section shall survive for a period of five (5) years post the termination and/or expiry of these Terms.

13. TERM AND TERMINATION

The Subscription provided under these Terms shall be provided for the Evaluation Period as offered by Conscience, unless terminated earlier in accordance with these Terms. At the end of the Evaluation Period, Subscriber's right to use Subscription shall immediately cease. Subscriber may discontinue the use of the Subscription at any time during the Evaluation Period. Conscience reserves the right to suspend or terminate these Terms and the Subscription, with or without cause, at any time, with or without notice to Subscriber. Subscriber acknowledges and agrees that Conscience has no obligation to retain any of Subscriber Content, and that Subscriber Content will be irretrievably deleted, following the termination or expiry of the Subscription.

14. PENALTIES AND DAMAGES

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CONSCIENCE WOULD SUFFER LOSS OF BUSINESS REVENUE AND SIGNIFICANT AND IRREPARABLE DAMAGES IN THE EVENT SUBSCRIBER OR ITS PERMITTED USERS COMMIT A BREACH OF THESE TERMS OR THE EULA AND THAT SUBSCRIBER WILL BE LIABLE FOR DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES AND LOSS OF PROFITS RESULTING FROM SUCH BREACH. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT MONETARY DAMAGES ALONE WOULD NOT BE A SUFFICIENT REMEDY FOR ANY BREACH OF THESE TERMS BY SUBSCRIBER OR FOR ANY BREACH OF THE EULA BY ANY OF ITS PERMITTED USERS AND THAT CONSCIENCE SHALL BE ENTITLED TO, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES, EQUITABLE RELIEF, INCLUDING INJUNCTION AND SPECIFIC PERFORMANCE, AS A REMEDY FOR ANY SUCH BREACH OR THREATENED BREACH OF THESE TERMS OR THE EULA OR THE CONTINUATION OF ANY SUCH BREACH, IN EACH CASE WITHOUT THE NECESSITY OF POSTING A BOND OR OTHER SECURITY.

15. ASSIGNMENT AND DELEGATION

Subscriber shall not assign these Terms to any third-party. Conscience may assign these Terms in conjunction with the sale of substantial assets, divestiture, merger or amalgamation, or to its Affiliates, and may delegate or subcontract its obligations hereunder. Any unauthorized assignment of these Terms shall be void.

16. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall preclude or restrict the further exercise of that or any other right or remedy.

17. GOVERNING LAWS

These Terms shall be 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. These Terms shall not be governed by the conflict of law rules of any jurisdiction, the application of which is expressly excluded. If any action is pursued to enforce these Terms, the prevailing Party shall be entitled to reasonable attorneys' fees and costs and any other relief to which such Party may be entitled. In addition, Subscriber agrees that it will only be permitted to pursue claims against Conscience on an individual basis, and not in any class or representative proceeding; and Subscriber is waiving its right to seek relief in a court of law and to have a jury trial on Subscriber's or the Permitter User's claims.

18. INDEPENDENT CONTRACTORS

The Parties are independent contractors and these Terms have been entered into on a principal to principal basis. Neither Party is the agent of the other nor may either Party represent to any person that it has the power to bind the other on any agreement.

19. NOTICES

Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under these Terms shall be sent by Subscriber via email to Conscience at legal@mylearnerjourney.com. Whereas, in case of any notice from Conscience, Conscience will email to the identified Client Manager (Subscriber) at the email address provided in the Registration Form. The date of mailing, as the case may be, shall be the date of such notice, election, offer, acceptance, or demand.

20. FORCE MAJEURE

Conscience shall not be liable for any failure or delay in fulfilling these Terms due to pandemic, epidemic, government action, fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable and beyond the reasonable control of Conscience.

21. PRIVACY POLICY

Conscience respects data privacy rights and is committed to protecting personal information collected as part of the Subscription. Conscience only uses any personal information entered by Subscriber or the Permitted User in the Registration Form and use of the Subscription as described in the privacy policy hosted at <https://www.mylearnerjourney.com/privacy-policy/>, as amended from time to time (“**Privacy Policy**”).

In the event any personal information of European Union (“**EU**”) and/or United Kingdom residents is accessed under any applicable data protection provisions in the EU by use of the Subscription, the Parties will agree to a **Data Processing Addendum** as provided by Conscience.

22. PUBLICITY

Conscience may use Subscriber’s name, logo, and related trade marks in any of the Conscience’ publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that Subscriber uses the Product and the Services and alongside any testimonials that Subscriber has agreed to give. Subscriber grants Conscience such rights as are necessary to use its name, logo, related trademarks and testimonials for the purpose of this section.

23. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, that provision of these Terms will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

24. SURVIVAL

Provisions that survive termination or expiration of these Terms are those which by their nature are intended to survive.

25. ENTIRE AGREEMENT

These Terms and the Privacy Policy constitute the entire agreement between Subscriber and Conscience relating to this subject matter and supersede any and all prior communications and/or agreements between Subscriber and Conscience relating to this subject matter.

26. ELECTRONIC RECORD

This document is an electronic record under the applicable laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.

27. CHANGE IN TERMS

Conscience may update these Terms and will endeavour to provide reasonable prior notice to Subscriber. Notwithstanding the foregoing, Subscriber is encouraged to check these Terms on a regular basis to be aware of the changes made to it. Subscriber's continued use of the Product after such change shall be deemed to be the Subscriber's acceptance of the revised Terms.

The Terms were last modified on **January 17, 2023**.