

# MJ Freeway LLC Referral Program Policy

This MJ Freeway LLC Promotional Referral Policy (“Policy”) applies to referrals made by a pre-existing customer of MJ Freeway, LLC or its Affiliates (collectively “MJ Freeway”). This Policy, combined with any other applicable referral agreements are collectively referred to as the “Program.”

## 1. Definitions

“Affiliate” mean any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. Ownership of fifty percent (50%) or more of the voting stock, membership interests, partnership interests, or other equity of an entity shall be deemed to be in control over such entity.

“Customer” means the pre-existing customer of MJ Freeway that refers the Referred Party (as defined herein).

“Materials” means all of MJ Freeway’s registered or otherwise protected or designated trademarks, logos, graphic images, and text.

“Referral” means the submission by Customer of a sales lead to MJ Freeway through Customer’s Unique URL.

“Referred Party” means the company or individual who purchases products or services from MJ Freeway as a result of Customer’s Referral.

“Unique URL” means a designated URL, provided by MJ Freeway, to Customer, through which Customer must submit all leads.

## 2. Referrals

2.1 Submission of Leads. Customer must identify each potential customer (“Proposed Lead”) and relevant commercial conditions relating to such Proposed Lead through the Unique URL created by MJ Freeway for Customer and Customer’s Proposed Leads.

2.2 Acceptance of Customer. MJ Freeway reserves the right to accept or reject, at its sole and absolute discretion, any individual or company requesting to be part of our Customer Program.

2.3 Acceptance of Referral. Within a reasonable amount of time following Customer submission of a Referral through Customer’s Unique URL, MJ Freeway will review the Referral to determine whether to accept the Proposed Lead as commissionable under Section 3.1 below, or to reject the Proposed Lead under Section 2.3, and MJ Freeway will notify Customer of MJ Freeway’s acceptance or rejection of a Proposed Lead. MJ Freeway has no obligation to accept any Referral submitted by Customer and may reject or decline to accept any Referral for any reason without liability hereunder as determined by MJ Freeway in its sole and absolute discretion, including, without limitation, because:

- (a) the Proposed Lead was an existing customer of MJ Freeway when the Referral was submitted;
- (b) MJ Freeway was already involved in preliminary or advanced discussions relating to the sale of a product or service to the Proposed Lead when the Referral was submitted; or
- (c) a Referral previously had been submitted to MJ Freeway by Customer or any other third party with respect to the Proposed Lead.

## 3. Incentives

3.1 Qualified Leads. A Proposed Lead qualifies as commissionable (“Qualified Lead”) only if: (1) Customer has submitted the Proposed Lead through Customer’s Unique URL in accordance with Section 2.1; and (2) MJ Freeway has accepted the Proposed Lead as a Qualified Lead (i.e., not rejected the Proposed Lead pursuant to Section 2.3, or otherwise).

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3.2 Commissions and Payment. Subject to Customer's compliance with all terms and conditions of this Policy, and the Referred Party's payment for all services provided by MJ Freeway for no less than three (3) months, MJ Freeway will provide both Customer and Referred Party with two (2) free months of services to be applied at the end of the annual 12 month MJ Freeway's agreements with the parties' respectively. Any commissions and/or Qualified Leads will not exceed a cumulative value of \$2,000.00 per business.

3.3 Multiple Referring Customers. In the event multiple Customers claim origination of a Referred Party, MJ Freeway will contact the Referred Party who will then designate the Customer most responsible for the Referral, unless two or more Customers mutually agree in a signed writing to share the commission fees, in which case the terms of the signed writing will control the distribution of the commission owed under this Policy.

3.4 No Incentives. Neither MJ Freeway, Customer, or Referred Party will provide any direct payment or incentive in any form to any employee of the other party for any reason whatsoever without prior written approval by MJ Freeway, including but not limited to payments or incentives for referring business

## 4. Use of Materials

4.1 Mark License Grant. MJ Freeway grants Customer a non-exclusive, nontransferable, royalty-free, limited, worldwide license to use its Materials solely for the purpose of identifying Customer, Customer's employees and agents, and Customer's website (if applicable) as a Program participant and to assist in generating sales. MJ Freeway reserves all rights to any graphic image and text, or any other images, our trade name and trademark. Any use of the Materials will be subject to MJ Freeway's right to approve or reject the proposed use of the Materials before such use. Customer will not take any action that would conflict with or be contrary to MJ Freeway's rights and interests in the Materials. Nothing contained herein will be deemed to grant Customer any right, title, or interest in or to the Materials other than the limited license rights granted herein. MJ Freeway reserves the right to modify, delete, or substitute alternative Materials and may require Customer to cease use of the Materials at any time and in MJ Freeway's discretion.

4.2 License Restrictions. Customer will not adopt, use, or attempt to register any of the Materials or any mark which is confusingly similar to, or may dilute, the Materials.

4.3 Reservation of Rights. All licenses not expressly granted herein are reserved by MJ Freeway, and no other licenses, immunities, or rights, express or implied, are granted by MJ Freeway, by implication, estoppel, or otherwise.

4.4 Proprietary Rights. Customer acknowledges and agrees that MJ Freeway's services and information contain valuable trade secrets. It is expressly understood that no title to, interest in, unlimited access to, or ownership of MJ Freeway's services or any other materials or information that belong to it, or any part thereof including, but not limited to, trade secrets, confidential information, and/or intellectual property is hereby transferred. Customer shall not reverse engineer, decompile, disassemble or otherwise derive source code from MJ Freeway's services or information for any purpose whatsoever. Any breach of this provision entitles MJ Freeway to seek any and all available relief under the law, up to and including injunctive relief. All rights not expressly granted herein are reserved. Customer agrees to be bound by the terms of the executed Non-Disclosure Agreement ("NDA") executed between the MJ Freeway and Customer or Referred Party. The terms of this Policy do not supersede and/or modify any of the terms of any NDA. This Policy and any NDA should be read together to provide MJ Freeway the greatest protection available.

4.5 Enforcement. In the event that Customer or Referred Party becomes aware that a third party is misappropriating or otherwise misusing any of MJ Freeway's Materials or information, as the case may be, Customer or Referred Party shall promptly notify MJ Freeway of such matter. MJ Freeway, Customer, and Referred Party shall cooperate to develop a reasonable enforcement plan to deal with the same when such

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activity occurs, which may include, but not limited to, litigation and injunctive relief. Any violation of the foregoing shall be deemed a material breach of this Policy that is incapable of cure, entitling MJ Freeway to terminate this Policy immediately upon written notice to the Customer and Referred Party, in addition to any remedies available at law, including but not limited to injunctive relief.

## 5. Order Processing, Policies and Pricing

5.1 Order Processing. MJ Freeway will be responsible for all aspects of order processing and fulfillment. MJ Freeway reserves the right to reject any order that does not comply with its requirements. Customers who purchase products through the Program will be deemed to be customers of MJ Freeway. All rules, policies, customer service and product sales will apply to those customers, as outlined in the terms of use that accompany MJ Freeway's products. MJ Freeway reserves the right to change its policies, procedures, pricing, and availability at any time without notice.

## 6. Terms of the Policy

6.1 Duration. This Policy may be cancelled or rescinded at any point in MJ Freeway's sole and absolute discretion. Any cancellation or rescission will not affect any commissions or service credits previously awarded under this Policy.

6.2 Modification. MJ Freeway reserves the right to modify any of the terms and conditions of this Policy, at any time and for any reason, with or without notice to Customer or Referred Party.

## 7. Limitation of Liability

7.1 Limitation of Liability. MJ FREEWAY WILL BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS OR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. FURTHERMORE, MJ FREEWAY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS POLICY AND THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO CUSTOMER UNDER THIS POLICY. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 DO NOT APPLY TO EITHER THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8.1 BELOW OR INFRINGEMENT OF MJ FREEWAY'S INTELLECTUAL PROPERTY RIGHTS.

## 8. Indemnification

8.1 Indemnification. MJ Freeway shall have no liability whatsoever for any claims arising from Referrals made under this Policy. Customer and shall indemnify and hold harmless MJ Freeway from any and all claims, suits, losses, fines, expenses, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from or related to Referred Party's authorized or unauthorized use of MJ Freeway's software or services.

## 9. Disclaimers

9.1 Disclaimers. MJ Freeway makes no express or implied warranties or representations with respect to the Policy or any MJ Freeway products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). MJ Freeway further makes no representation that the operation of MJ Freeway's software or site will be uninterrupted or error-free. MJ Freeway will not be held liable for the consequences of any interruptions or errors.

## 10. Miscellaneous

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10.1 Governing Law, Venue, and Jurisdiction. This Policy must be construed, interpreted and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws. All disputes related to this Policy shall be brought in a court in the State of Colorado.

10.2 Headings. The captions of the sections of this Policy are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Policy.

10.3 Severability. If any provision of this Policy is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.

10.4 Waiver. No delay or omission by MJ Freeway in exercising any right under this Policy operates as a waiver of that or any other right. A waiver or consent given by MJ Freeway on any one occasion will be effective only in that instance and may not be construed as a bar or waiver of any right on any other occasion.

10.5 Acceptance. Customer's submission of a lead through the Unique URL constitutes acceptance of all terms contained in this Policy. Referred Party's acceptance of any service credit or other compensation pursuant to this Policy similarly constitutes acceptance of all terms contained in this Policy.

10.6 Costs of Performance. MJ Freeway, Customer, and Referred Party will each be responsible for all costs associated with their respective performance under this Policy.

10.7 Force Majeure. MJ Freeway shall not be deemed to be in breach of this Policy or liable for delays hereunder if prevented from performing any obligation hereunder for any reason beyond its reasonable control, including, without limitation, governmental laws and regulations, acts of God or the public, calamities, floods, fire, explosion, storms, strikes, lockouts or unavailability of supplies, pandemics, epidemics, war, acts of terrorism, governmental action or other regulatory enforcement action not arising from any violation of applicable law by MJ Freeway.

10.8 Relationship of the Parties. Nothing in this Policy is intended or will be deemed to constitute a partnership, joint venture, agency, or employer-employee relationship. Neither Customer nor Referred Party will incur any debts or make any commitments for MJ Freeway.

10.9. Notices. Any notice required or permitted to be given under this Policy shall be in writing and shall be sent by facsimile (receipt confirmed), electronic mail (receipt confirmed), or prepaid, registered or certified mail, return receipt requested, by reputable international courier service, to the address as follows and shall be effective upon the earlier of receipt, as evidenced by the return receipt or delivery receipt, or three (3) days after such mailing, or at such other address as MJ Freeway, Customer, or Referred Party shall have furnished to the other in writing:

If to MJ Freeway:

Attn: Nina Simosko, Chief Revenue Officer  
1550 Larimer Street, Suite 246  
Denver, Colorado 80202  
Email: [nina.simosko@akerna.com](mailto:nina.simosko@akerna.com)

With copy to:

Attn: Jon Olafson  
1700 Lincoln St., Suite 4000  
Denver, CO 80203  
Facsimile: 303.861.7767  
Email: [Jon.Olafson@lewisbrisbois.com](mailto:Jon.Olafson@lewisbrisbois.com)

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10.10. Remedies. Except as expressly provided, all remedies set forth in this Policy shall be cumulative and shall not be deemed to be limiting. To the extent there is any threat of or an actual misappropriation to either Party's trade secrets or confidential information, the party may avail itself to injunctive relief pursuant to the Colorado Uniform Trade Secret Act and the Defend Trade Secret Act.

10.11. Third Party Rights. Except as expressly provided, this Policy is not intended to create any Third-Party beneficiaries.

10.12. Further Assurances. Customer and Referred Party will execute and deliver any and all such other and additional instruments and documents and do any and all such other acts and things as may be necessary or expedient to effectuate more fully this Policy and to carry out the business contemplated by this Policy.