IMMERSIVELABS

Platform and Service Terms and Conditions
Enterprise Customers

Version 06.21

IMMERSIVELABS

PLATFORM AND SERVICE TERMS AND CONDITIONS: ENTERPRISE CUSTOMERS

These Terms and Conditions apply to your use of the Platform, Software, Services and Support Services that Supplier and its Group provide to "you", the "Customer" on the Order Form and form a legally binding contract between you and Supplier. These Terms and Conditions apply to the exclusion of any terms you seek, or have sought to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

1.1.1 **Account** means an account created by the Customer on the Platform.

1.1.2 **Agreement** means these terms and conditions, the Schedules and any Order Forms.

1.1.3 **Anti-Bribery Laws** means applicable laws that prohibit corruption or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person, including: (a) the United States Foreign Corrupt Practices Act of 1977; and (b) the United Kingdom Bribery Act 2010.

1.1.4 **Authorised Users** means the Customer's employees, agents, representatives and/or independent contractors that the Customer authorises to use the Services and access the Platform from time to time in accordance with clause 2.2.

1.1.5 **Business Days** means any day other than a weekend or public holiday in the UK.

1.1.6 **Customer Data** means the electronic data or information (Including any Personal Data) relating to the Customer submitted, uploaded, imported, transferred, stored, shared or hosted on or through the Platform and Services, or otherwise made available by the Customer through the Services.

1.1.7 **Cyber Crisis Simulator** is defined in Schedule 3.

1.1.8 **Data Protection Legislation** means national, federal, state, provincial, and local laws and regulations governing the use and disclosure of personal information, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act 2018.

1.1.9 **Documentation** means the Services Guide made available to the Customer by the Supplier from time to time.

1.1.10 **End Date** means the end date stated in the Order Form or, where relevant, the last day of a Renewal Term.

1.1.11 **Fees** means the Subscription Fee and Support Fee as specified in the applicable Order Form.

1.1.12 **Group**: means, as to a party to this Agreement, that party together with its holding company or any subsidiary either the party or its holding company or any other company under common control with it from time to time (but only for so long as that control exists);

1.1.13 **Initial Term** means the initial term specified in the applicable Order Form.

1.1.14 **Licence Type** means the relevant product(s) supplied by the Supplier granting access to different areas of the Platform as further described in the Services Guide.

1.1.15 **Notice Period** means 30 Business Days.

1.1.16 **Normal Business Hours** means 09:00 to 17:00 (UK time) on Business Days.

1.1.17 **Order Form** means the initial order form or quote referencing these Terms and Conditions executed by you and Supplier, and any additional order form or quote signed by both parties that references these Terms and Conditions.

1.1.18 **Personal Data** has the meaning given to it in the Data Protection Legislation.

1.1.19 **Personal Data Breach** means a breach of security of the Platform leading to the accidental or unlawful loss, destruction, alteration, unauthorised

disclosure, or access to Personal Data processed by the Platform.

1.1.20 **Platform** means the cyber security skills platform known as "Immersive Labs".

1.1.21 **PO** has the meaning given to it in Clause 6.3.

1.1.22 **Renewal Date** means the day immediately after the End Date.

1.1.23 **Renewal Term** means 12 months.

1.1.24 **SCCs** means the most recent standard contractual clauses published by the European Commission.

1.1.25 **Services** means the access to the Platform in accordance with the relevant License Type provided by the Supplier to the Customer on the terms of this Agreement.

1.1.26 **Services Guide** means the services guide available at www.Immersivelabs.co.uk/legal as updated from time to time.

1.1.27 **Software** means the online software applications provided by the Supplier as part of the Platform.

1.1.28 **Supplier** means the company described in Section 16.16 (Contracting Entity, Notices, Governing Law, and Venue).

1.1.29 **Support Services** means the Supplier's standard customer support services provided during Normal Business Hours in accordance with the Supplier's standard service level agreement (SLA) as set out in the Services Guide as updated from time to time.

1.1.30 **Start Date** means the start date stated in the Order Form or the date the Customer accesses the Services, whichever is earlier.

1.1.31 **Term** means the Initial Term and any Renewal Terms.

2. SERVICES

2.1 Subject to clause 2.2, Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable right for the Authorised Users to access the Platform during the Term solely for the Customer's internal business operations to improve cyber skills.

2.2 The license granted by the Supplier to the Customer in clause 2.1 shall be limited to those License Type(s) purchased by the Customer as set out in the relevant Order Form.

2.3 If the Customer purchases the Cyber Crisis Simulator, the terms of Schedule 3 shall apply. Solely in connection with the sale of Cyber Crisis Simulator, in the event of any conflict between the terms of this Agreement and the terms of Schedule 3, the term s of Schedule 3 shall prevail.

2.4 The Supplier shall create an Account which will allow automatic provisioning of the Authorised Users who register using email addresses from domains contained within the Customer's whitelisted domain or using a one-time passcode (supplied by the Supplier to the Customer), subject to the quantity of Authorised Users being less than or equal to the Authorised Users purchased under an Order Form.

2.5 The Customer may purchase additional Authorised Users and Licence Types by entering into a new Order Form which will be provided on request. The number of Authorised Users may not be reduced during the Initial Term or any Renewal Term, but you can notify us of your desire to reduce the number of Authorised Users at least 60 days prior to the first day of the next Renewal Term.

3.   TERM AND TERMINATION

3.1 This Agreement shall start on the Start Date and continue for the Initial Term when it shall automatically renew on the Renewal Date for successive Renewal Terms unless terminated in accordance with clause 3.2.

3.2 This Agreement may be terminated:

3.2.1 by either party by giving notice in writing (of no less than the Notice Period) before the end of the Initial Term or any successive Renewal Term;

3.2.2 by either party if the other party:

3.2.2.1 commits a material breach of this Agreement; and/ or

3.2.2.2 becomes insolvent, ceases trading, enters into liquidation or general becomes unable to pay its debts within the meaning of s123 of the Insolvency Act or any analogous event in any relevant jurisdiction; and/or

3.2.2.3 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; and/or

3.2.2.4 in the circumstances described in clause 11.3; and/or

3.2.2.5 by the Supplier if the Customer fails to pay any amount due under this Agreement on the due date and remains in default for not less than 10 days after being notified in writing to make payment.

3.3 Upon termination of this Agreement for any reason:

3.3.1 the accrued rights of the parties as at the termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced;

3.3.2 all licences and rights granted under this Agreement shall immediately terminate and the Customer shall cease to have any right to access or use the Platform and Services; and

3.3.3 each party shall return and make no further use of any equipment, property, Documentation or other items belonging to the other party.

4.   CUSTOMER RESPONSIBILITIES

4.1 The Customer undertakes at all times to ensure that:

4.1.1 the maximum quantity of Authorised Users shall not exceed the quantity of Authorised Users set out in an Order Form;

4.1.2 Authorised Users shall not access or attempt to access other areas of the Platform outside that Licence Type. Supplier shall be entitled to charge the relevant Subscription Fee for any such unauthorised access;

4.1.3 an Authorised User account shall not be used by more than one individual unless it has been reassigned in its entirety and the previous individual no longer has access to the Platform, you will not permit sharing of Authorised User accounts;

4.1.4 the Authorised Users shall only use the Platform for the purpose of improving their cyber skills and not for any purpose which is fraudulent, malicious and unlawful or in any manner that is inconsistent with this Agreement;

4.1.5 it shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform including taking reasonable security measures relating to the Account;

4.1.6 the Authorised Users shall comply at all times with the terms set out in this Agreement and any of the Supplier's terms and conditions shown on the Platform or at www.immersivelabs.co.uk/legal from time to time including, but not limited to, acceptable use and website terms of use policies;

4.1.7 it shall obtain, provide and maintain any software or hardware that is necessary for the Customer to gain access to the Platform;

4.1.8 its network and systems shall comply with the minimum system specification provided by the Supplier to the Customer from time to time, a copy of which Is published at www.Immersivelabs.co.uk/legal;

4.1.9 it shall comply with all applicable laws and regulations with respect to its activities under this Agreement;

4.1.10 it shall maintain all necessary licences, consents and permissions necessary for entry into and performance of obligations under this Agreement;

4.1.11 it will provide all necessary co-operation and information to enable the Supplier to provide the Services; and

4.1.12 it will carry out its responsibilities set out in this Agreement in a timely and efficient manner.

4.2 The Customer shall not:

4.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software and/or Documentation (as applicable) relating to the Platform and/or Services in any form or media or by any means;

4.2.2 attempt to de-compile, reverse compile, reverse engineer, disassemble or otherwise reduce to human-perceivable form all or any part of them (except to the extent permitted by applicable law incapable of exclusion, and then only after it gives the Supplier an opportunity to provide information necessary to resolve any interoperability issues);;

4.2.3 access all or any part of the Platform and Documentation in order to build a product or service which competes with the Platform, Services and/or the Documentation;

4.2.4 use the Platform and/or Documentation for resale purposes or to provide services to third parties (whether or not for reward);

4.2.5 access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property, and the Supplier reserves the right (without liability or prejudice to its other rights) to disable the Customer's access to the Platform where there is a breach of the provisions of this clause 4.2.5;

4.2.6 republish or redistribute any content or material from the Platform or Documentation;

4.2.7 make any alteration to the Platform or Documentation;

4.2.8 use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform; or

4.2.9 use the Supplier's Group's name, trademarks, logos or mention the Supplier in any publication or press release without the Supplier's prior written consent.

4.3 Without prejudice to any other provisions in this agreement, in order to protect our legitimate business interests, you hereby agree, for yourself and as agent for each Group Company, that you shall not and shall procure that no member of your Group or any personnel of you or your Group Company:

4.3.1 use, access or otherwise utilise the Software, Platform or Services to:

4.3.1.1 create;

4.3.1.2 provide; or

4.3.1.3 assist in any way the creation of,

any software, platform or services which is substantially similar to the Software, Platform or Services; and

4.3.2 shall otherwise:

4.3.2.1 carry on;

4.3.2.2 be engaged, concerned or interested in; or

4.3.2.3 assist in any way,

any business concern which is in competition with the Supplier or any Group Company in the UK or the US or the jurisdiction in which you are domiciled.

4.4 You shall be bound by the covenant set out in clause 4.3 during the term of this agreement, and for a period of 6 months after termination or expiry of this agreement.

5. SUPPLIER RESPONSIBLITIES

5.1 The Supplier shall perform the Services with reasonable care and skill and ensure the Support Services are provided in accordance with the SLA. A copy of the Services Guide (including the SLA) may be attached to your Order Form at your request, but this will be subject to change according to the latest version on www.immersivelabs.co.uk/legal.

5.2 To the extent the Services do not conform with clause 5.1, the Supplier shall use its reasonable commercial endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance. Such correction being the Customer's sole and exclusive remedy for breach of the undertaking in clause 5.1.

5.3 Notwithstanding clauses 5.1 and 5.2, the Supplier:

5.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or information obtained by the Customer through the Services will meet the Customer's requirements; and

5.3.2 is not responsible for any delays, delivery failures or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

5.4 The Supplier warrants that is has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.

5.5 This Agreement shall not prevent the Supplier form entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5.6 We may review your use of the Platform to establish names and number of Authorised Users and their access to the Platform. In the event a review reveals that your accounts are being misused (including by individuals who are not Authorised Users) then (without prejudice to any other rights we may have) we may disable such Authorised User accounts and/or block individuals. In the event our review reveals you have exceeded the number of Authorised User subscriptions purchases or that an Authorised User has breached clause 4.1.2, then (without prejudice to any other rights we may have), we may invoice you for additional fees back-dated to the relevant quarter.

6. FEES AND PAYMENT

6.1 The Customer shall pay all Fees specified in the applicable Order Form without any deduction whatsoever. Unless otherwise stated in the applicable Order From, all Fees are quoted and payable in the currency indicated in the Order Form and are based on the Services purchased and not the Services actually used.

6.2 The Supplier shall be entitled to increase the Fees at the start of each Renewal Term upon notice to the Customer.

6.3 To the extent the Customer uses a purchase order system, the Customer shall submit a purchase order to the Supplier on or around the date on which the Order Form is signed by both parties and on or around the start of each Renewal Term. The purchase order shall reference a valid quote or, at a minimum, contain the following:

6.3.1 the Customer contracting entity name and address;

6.3.2 the Supplier contracting entity name and address;

6.3.3 the Licence Type(s) and applicable number of Authorised Users;

6.3.4 the Subscription Fee (plus any applicable taxes);

6.3.5 the Start Date; and

6.3.6 the relevant Term,

(the **PO**).

6.4 The Fees shall be invoiced on or around the date on which the Order Form is signed by both parties and on or around the start of each Renewal Term. Fees are non-cancellable and non-refundable (pro-rata or otherwise). Except as otherwise stated in an Order

Form, the Customer shall pay the Fees within 30 days of the invoice date. Payment by check is not accepted by Supplier. If the Customer disputes any part of an invoice it shall (i) notify the Supplier in writing of such dispute within fourteen (14) days of the invoice date; (ii) as part of the written notice, describe the nature of the dispute; and (iii) pay all undisputed amounts when due.

6.5 Any payment (except payment subject to a good faith dispute) not received from the Customer by the due date may, at the Supplier's discretion, accrue late charges at the rate of 3% of the outstanding balance per month, or the maximum amount permitted by law, whichever is the lower, from the date such payment was due until the date paid.

6.6 If an invoice is more than thirty (30) days past due (except with respect to Fees subject to a good faith dispute), in addition to any rights or remedies the Supplier may have under this Agreement or by law, the Supplier may, without liability to the Customer, suspend the Services upon ten (10) days written notice until such amounts are paid in full.

6.7 All Fees are exclusive of value added tax, use tax, goods and services tax, sales tax, use tax, or any similar taxes or legally imposed fees (including but not limited to fees or other charges imposed by the Customer's bank or other third party payment providers in relation to transferring the Fees to the Supplier), duties or contributions based on such amounts payable, all of which shall be the sole responsibility of the Customer. To avoid doubt, Supplier will be responsible for taxes based on its net income.

7. CUSTOMER DATA

7.1 The Customer grants the Supplier and Its authorised sub-processors a non-exclusive, royalty-free, fully paid up, sub-licensable, right and licence to process, store, copy, cache, access, use, transmit, display, disclose, reproduce, or modify Customer Data, insofar as reasonably necessary for the Supplier and its authorised sub-processors to provide the Services (including support and to prevent or address service or technical problems) in accordance with this Agreement. The Customer is solely responsible for (i) the accuracy, quality, integrity, legality, reliability and appropriateness of Customer Data; and (ii) providing all necessary notices and obtaining all necessary consent required for the collection, use, storage, processing and disclosure of Customer Data. The Customer acknowledges that the Supplier does not exercise any control whatsoever over the content of the Customer Data, and the Supplier will have no obligation to review Customer Data for accuracy, quality, integrity, legality, reliability, appropriateness or for any other reason.

7.2 In the event of any loss or damage to the Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up.

7.3 Upon expiry or termination of this Agreement, you will have 30 days in which to request a copy of usage statistics, Authorised User records, performance data and metrics. After this period we may securely destroy such data and will have no obligation to store It. You may request that we continue to store such data and we may continue to do so upon agreeing appropriate terms.

8. DATA PROTECTION

8.1 Both parties will comply will the Data Protection Legislation.

8.2 The parties acknowledge that if the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the data controller and the Supplier is the data processor for the purposes of the Data Protection Legislation. In which event, where Supplier processes Personal Data on behalf of Customer, the Supplier shall:

8.2.1 act only on written instructions and directions from Customer, including those contained in the Agreement, comply with all such instructions and directions received from Customer from time to time, and not process Personal Data for any purpose other than as set out in Schedule 1 to this Agreement or to the extent reasonably necessary for the performance of the Agreement;

8.2.2 ensure that any Supplier personnel with access to Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Personal Data;

8.2.3 implement and maintain appropriate technical and organisational measures to protect Personal Data processed in connection with this Agreement from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, as required under the Data Protection Legislation;

8.2.4 provide reasonable assistance to Customer at the Customer's cost, if requested, to assist with the Customer's compliance with Its obligations under Articles 32 to 36 of the GDPR (if applicable), taking into account the nature of processing by, and information available to, Supplier;

8.2.5 on termination or expiry of this Agreement, at Customer's request, delete or return to the Customer all Personal Data processed on Customer's behalf, and delete copies of such Personal Data except where necessary to retain copies of the Personal Data for the purposes of compliance with Data Protection Legislation or any other applicable laws;

8.2.6 promptly assist the Customer (at the Customer's cost) in responding to any request from a data subject;

8.2.7 promptly notify the Customer on becoming aware of a Personal Data Breach;

8.2.8 notify the Customer if, in the Supplier's opinion, any instruction or direction from Customer infringes Data Protection Legislation; and

8.2.9 maintain a record of its processing activities and provide cooperation and information to Customer as is necessary for Customer to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including, provided the scope, nature, timing and duration is agreed in writing between the parties beforehand, permitting audits conducted by Customer or a supervisory authority no more than once in any 12 month period.

8.3 You agree that we may engage those sub-processors listed at www.immersivelabs.co.uk/legal, in the provision of the Platform and associated support. We remain fully responsible for their acts, omissions and defaults as if they were our own. Where we use a sub-processor, we ensure that their access to Personal Data will be limited to necessary to perform their role and we will ensure we have a written agreement in place with them relating to access to and use of Personal Data.

8.4 For transfers of Personal Data outside the EEA, the Supplier shall employ any of the following legally valid data transfer mechanism(s) to govern the transfer: (i) any relevant adequacy decision as described in Article 45 of the GDPR; (ii) the SCCs; or (iii) any alternative agreement/legally valid data transfer mechanism consented to by the parties in writing (the consent of either party not to be unreasonably withheld or delayed).

8.5   You can execute the SCCs with us as data exporter here: [Link.](Link) Upon execution by the Customer, the SCCs are hereby incorporated by reference into the terms of this Agreement.

8.6   Customer Data or the infrastructure and networks that provide the Platform (Including pings, denial of service attacks, attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, packet sniffing or other unauthorised access to traffic data) that doesn't result In a Personal Data Breach we have no obligation to notify you under clause 8.2.7 or otherwise under this Agreement.

8.7   The Customer shall:

8.7.1   ensure that its instructions always comply with all applicable laws;

8.7.2   (and hereby does) warrant and represent that it has a lawful basis for sending, storing and receiving the Customer Data and that Customer is entitled to transfer the Customer Data to Supplier and its Group so that Customer, it's Group, and authorised sub-processors may process them in accordance with this Agreement; and

8.7.3   (and hereby does) acknowledge the Supplier's reliance on this clause.

8.7.4   The Customer Data may be shared between your Authorised Users for the purposes of leader-boards and team games or otherwise as directed by you.

9.   INTELLECTUAL PROPERTY RIGHTS

9.1   All intellectual property rights in and to the Services, Platform, Software and Documentation (**Supplier IPR**) belong to, and shall continue to belong, to the Supplier.

9.2   The Supplier makes no representation or warranty as to the validity or enforceability of the Supplier IPR nor as to whether the same infringe, misappropriate, or otherwise violate any proprietary (including intellectual property) rights of third parties.

9.3   The Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, or to grant sublicenses.

9.4   Except as expressly stated in this Agreement, the Customer does not have any rights to any patents, copyright, database right, trade secret, trade marks, or any other rights or licences in respect of the Services, Platform, Documentation or Software.

9.5   The Customer retains sole ownership of, and title to, the Customer Data, and all copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights related to the Customer Data. The Supplier does not acquire any license or other rights, directly or indirectly, by implication, estoppel or otherwise, other than those expressly specified in this Agreement. Customer provides Customer Data to the Supplier only to allow the Supplier to provide the Services to Customer.

9.6   The Customer grants the Supplier the right to compile, collect, copy, modify, publish and use anonymous data in aggregate form that is generated from, or based upon, Customer's use of the Services (**Aggregate Data**); on condition that: 1) Aggregate Data does not include Customer Confidential Information; 2) Aggregate Data does not include any information that can be used directly, or in connection with other data, to identify, contact or locate an individual; 3) Aggregate Data is combined with data from other customers and cannot be used to identify, directly or indirectly, Customer; and 4) the Supplier uses Aggregate Data solely for data analytics, statistical reporting, or other lawful business purposes.

10.   CONFIDENTIALITY

10.1   Each party shall take all reasonable steps to ensure that the other party's information that is proprietary or confidential in nature (**Confidential Information**) to which it has access is held in confidence and shall not make it available to any third party or use it for any purpose other than the implementation of this Agreement.

10.2   A party's Confidential Information does not include information that:

10.2.1 Is or becomes publicly known other than through any act or omission of the receiving party;

10.2.2 was in the other party's lawful possession before the disclosure;

10.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

10.2.4 is independently developed by the receiving party, which can be demonstrated by written evidence.

10.2.5 A party may disclose Confidential Information to the extent that the disclosure Is required by law, any governmental or regulatory authority or by a court or other authority of competent jurisdiction, provided that (to the extent it is permitted to do so) it gives as much notice as possible to the disclosing party.

11.   INDEMNITY

11.1   The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with (i) the Customer's use of the Services, Platform, Software and/or Documentation; and (ii) the Customer Data, provided that:

11.1.1 the Customer is given prompt notice of any such claim;

11.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

11.1.3 the Customer is given sole authority to defend or settle the claim, provided that under no circumstances may any settlement admit fault on the part of Supplier or require Supplier to pay money without Supplier's prior written consent in each instance.

11.2   Subject to Section 11.1, the Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any US or UK patent as of the Start Date or any copyright or US or UK registered trade mark and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

11.2.1 the Supplier is given prompt notice of any such claim;

11.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense;

11.2.3 the Customer does not make any admission or attempt to settle the matter; and

11.2.4 the Supplier is given sole authority to defend or settle the claim.

11.3   In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or

11.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

11.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

12.1.1 any breach of this Agreement howsoever arising; and

12.1.2 any representation, misrepresentation (whether innocent or negligent) statement or tortious act of omission (including without limitation negligence) arising under or in connection with this Agreement.

12.2 EXCEPT AS SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUPPLIER DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MEETING THE CUSTOMER'S REQUIREMENTS.

12.3 Nothing in this Agreement excludes the Supplier's liability:

12.3.1 for death or personal injury caused by the Supplier's negligence; or

12.3.2 for fraud or fraudulent misrepresentation.

12.4 OTHER THAN IN RELATION TO ANY LIABILITY UNDER CLAUSE 12.3 AND SUBJECT TO CLAUSE 12.5, NEITHER PARTY SHALL IN ANY CIRCUMSTANCES BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE FOR:

12.4.1 LOSS OF PROFITS;

12.4.2 LOSS OF BUSINESS;

12.4.3 DEPLETION OF GOODWILL OR SIMILAR LOSSES;

12.4.4 LOSS OF ANTICIPATED SAVINGS;

12.4.5 LOSS OF GOODS;

12.4.6 LOSS OF USE;

12.4.7 LOSS OR CORRUPTION OF DATA OR INFORMATION; OR

12.4.8 ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.

12.5 OTHER THAN IN RELATION TO ANY LIABILITY UNDER CLAUSE 12.3, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING) MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THIS AGREEMENT AND THE SERVICES PROVIDED SHALL IN ALL CIRCUMSTANCES BE LIMITED TO 110% OF THE FEES ACTUALLY PAID BY THE CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.6 Each provision of this agreement providing for limitations of liabilities, exclusion of damages Is to allocate risk between the parties reflected in the Fees offered and is an essential element of the bargain between the parties. Each of these limitations and exclusions are independent and severable from each other. The remaining limitations and exclusions of this clause 12 will apply notwithstanding the failure of any provision or part-provision.

13. ANTI-BRIBERY AND CORRUPTION

13.1 The Customer represents that, in connection with this Agreement and related matters:

13.1.1 it is knowledgeable about Anti-Bribery Laws and will comply with those laws;

13.1.2 it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant Anti-Bribery Laws.

13.2 The Customer shall immediately notify the Supplier if the Customer receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph.

13.3 The Customer shall maintain adequate internal controls and procedures to ensure compliance with Anti-Bribery Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

13.4 The Supplier shall have the right to confirm the Customer's compliance with Anti-Bribery Laws and record keeping by way of an audit. The Customer shall keep books and records available for audit during the Term and thereafter for five (5) years following termination of this Agreement.

13.5 The Customer shall indemnify, defend and hold harmless the Supplier for any liabilities arising out of the Customer's breach of Anti-Bribery Laws or any related undertakings under this Agreement. A breach of this clause shall constitute a material breach for the purposes of clause 3.2.2.1.

14. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWYS

14.1 In performing its obligations under this Agreement, both parties shall:

14.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including, but not limited to, the Modern Slavery Act 2015;

14.1.2   include in contracts with its direct subcontractors and suppliers' provisions which are at least as onerous as those set out in this clause;

14.1.3   maintain a complete set of records to trace the supply chain of all Services provided in connection with this Agreement; and

14.1.4   in the event the other party is able acting reasonably to provide evidence of circumstances suggesting non-compliance with this clause, permit the other party and any third-party representatives to inspect the potentially non-compliant party's premises, records, and to meet the personnel to audit that party's compliance with its obligations under this clause.

14.2   The Customer represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14.3   The Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer commits a breach of this clause.

15.   EXPORT

15.1   The Customer will not divert the Services, nor provide services using the Services, to prohibited locations or individuals. By entering into this Agreement, the Customer acknowledges that the Services are subject to U.S. sanctions and export controls and undertakes all necessary action to prevent the Customer and its Authorised Users using the Services or from diverting the Services in a manner contrary to U.S., UK and European Union law.

15.2   The Customer specifically undertakes, warrants and represents that:

15.2.1   it will not export, re-export, sell, supply or transfer the Supplier's products or Services to any country or person to which the United States, the UK or the European Union has embargoed or restricted the provision of items, or to nationals of those countries and locations, or to any other embargo ed or restricted destination or person, including those entities that are fifty percent (50%) or more owned or controlled by embargoed or restricted persons;

15.2.2   it will not send any of the Services to an individual or entity for a prohibited purpose including, without limitation, defence, nuclear, chemical, or biological weapons proliferation or development of missile technology;

15.2.3   It shall be solely responsible for compliance with all import, re-import, export, re-export, sanctions, anti-boycott laws and other regulations that apply to the Customer's use of the Platform (Including the transfer and processing of Customer Data in the region in which this occurs). This may include obtaining licences or permits, payment of customs duties, clearance charges, taxes, brokers' fees and other similar amounts in connection with the import or export of Customer Data;

15.2.4   It is not (and neither are any of your Group or Authorised Users) subject to sanctions or designated on any list of prohibited and restricted parties (Including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities); and

15.2.5   upon learning of any matter contrary to the obligations in this clause, it will immediately notify the Supplier.

15.2.6   A breach of this clause shall constitute a material breach for the purposes of clause 3.2.2.1.

16.   GENERAL

16.1   **PUBLICITY:** The Supplier may on one or more occasions reference the Customer in advertisements, brochures, customer lists, presentations, financial reports or other marketing, promotional or related materials. In addition, upon the Customer's approval, which approval will not be unreasonably withheld, conditioned, or delayed, the Supplier may issue a press release (or similar public announcement or communication) publicising the relationship between the Supplier and the Customer created by this Agreement.

16.2   **ELECTRONIC COMMUNICATION:** The Supplier may e-mail you or otherwise display information relating to the Platform and Services you purchase and any updates, enhancements and modifications for example how you can get the most out of the platform, faults, incidents, new features, updates or notices of their availability, to perform our obligations under this Agreement with you and for our own legitimate interests In providing the best possible service to you.

16.3   **GROUP COMPANIES:** If you are an organisation with more than one company in its Group who will access the Platform, you are responsible for your Group companies and the Authorised Users of such Group companies' actions and omissions and their compliance with this Agreement. You warrant and represent that you are and will at all times be authorised to give instructions on for and on behalf of yourself and your Group companies.

16.4   **IDEAS AND SUGGESTIONS:** If you provide us with an idea or suggestion as to how we improve the Platform or Services Including any ideas, know-how, submissions provided for the creation of bespoke labs, we will be entitled to use It without restriction. You hereby for and on behalf of yourself, your Group and Authorised Users irrevocably assign to the Supplier all rights, title and interest in such ideas, submissions, suggestions and know how (Including any created in the future) and shall give the Supplier such assistance as necessary to confirm such rights.

16.5   **CHANGES:** The Platform is provided as a software as a service solution, we may make changes (Including procedural and functionality changes) without prior notice. If these changes result in a material degradation to performance, accessibility or available functionality, you may write to the Supplier and raise a query with your account manager or by emailing support@immersivelabs.co.uk.

16.6   **MODIFICATIONS:** we may modify this Agreement (Including the Documentation) at any time by posting a revised version on our website or otherwise notifying you. All modified terms will become effective upon posting or as otherwise stated in the notice. By continuing to use the Platform after that date, you agree to be bound by the modified terms and conditions. It Is your responsibility to check our website for modifications. The date this Agreement was last modified Is stated at the end of the Agreement.

16.7   **SUB-PROCESSORS:** We will update our website www.Immersivelabs.co.uk/legal when we engage a new sub-processor in the processing of Personal Data. If you object to such sub-processor in good faith for bona fide concerns around your compliance or data security, we'll work with you in good faith to consider how the Platform may be delivered. If we can't agree a suitable, mutually acceptable alternative within 30 days of your

objection you may terminate any affected part by giving written notice. If you don't object you will be deemed to have accepted the change.

16.8 **WAIVER:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.9 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. To the extent this Agreement Is Inconsistent with any other document, agreement, subsequent purchase order and accompanying terms and conditions, the parties agree the terms of this Agreement shall prevail and govern relating to its subject matter.

16.10 **ASSIGNMENT:** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Purported assignments in violation of the preceding sentence are void. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16.11 **SEVERANCE:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, reflects the intended commercial result of the original provision.

16.12 **THIRD PARTIES:** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.13 **FORCE MAJEURE:** The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16.14 **NOTICES:** Notices shall be in writing (including email).

16.15 **ATTORNEYS' FEES:** In the event of any dispute between the parties concerning this Agreement, the unsuccessful party in such a dispute shall pay to the successful party a sum equal to the reasonably incurred costs of the successful party in connection with the dispute including but not limited to reasonable attorney's fees.

16.16 **CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND VENUE:** The Supplier entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled:

If Customer is domiciled in:	The Supplier entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Globally, other than North or South America or the DACH region	Immersive Labs Ltd., a company registered in England and Wales with company number 10553244	Legal team, Immersive Labs, Runway East, 1 Victoria St, Bristol, BS1 6AA, England, United Kingdom	England and Wales	England Wales
North or South America	Immersive Labs Corporation, a Delaware corporation	Chief Revenue Officer, Immersive Labs, WeWork, 200 Berkeley St, Boston, MA 02116, USA	Massachusetts (without regards to its conflicts of law rules)	Boston, Massachusetts

DACH region (Germany, Austria or Switzerland)	Immersive Labs GmbH, a German company	Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany	England and Wales	England and Wales

16.17 MANNER OF GIVING NOTICE: Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

16.18 AGREEMENT TO GOVERNING LAW AND JURISDICTION: Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

16.19 SET-OFF: All Fees due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.

16.20 NO ADVICE: THE SERVICES ARE PROVIDED BY THE SUPPLIER FOR TRAINING AND EDUCATIONAL PURPOSES ONLY AND SHALL NOT BE TAKEN TO BE ADVICE. THE SUPPLIER WILL NOT ACCEPT ANY RESPONSIBILITY TO ANY PARTY FOR THE USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO THE PLATFORM AND THE LABS MADE AVAILABLE VIA THE PLATFORM) OR THE CONTENTS OF ANY SUCH LAB FOR ANY PURPOSE OTHER THAN TRAINING OR EDUCATIONAL PURPOSES. THE SUPPLIER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF MATERIALS. ANY RELIANCE ON ANY OPINION, STATEMENT OR OTHER INFORMATION IS AT THE CUSTOMER'S SOLE RISK.

16.21 BETA: ANY SERVICES MARKED AS OR OTHERWISE IDENTIFIED AS "BETA" ARE SUPPLIED TO CUSTOMER "AS IS". SUPPLIER MAKES NO WARRANTIES REGARDING THE BETA SERVICES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL SUPPLIER BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM INSTALLATION OR USE OF THE BETA SERVICES, WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Country Specific Terms

17.1 UNITED STATES: The following additional terms apply if Customer is domiciled in the United States:

17.1.1 FEDERAL GOVERNMENT END USERS: Supplier provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

SCHEDULE 1
DATA PROTECTION

Description	Details
Subject matter of the processing	Such processing operations necessary for performance of the Services under this Agreement.
Duration of the processing	Unless the Personal Data is otherwise deleted by the Customer, the Term of this Agreement.
Location of processing	United Kingdom, United States of America and Europe and as otherwise set out in clause 8.
Nature and purpose of the processing	As necessary to provide the Services under this Agreement and to facilitate contract management.
Type of Personal Data	Email addresses, first and last names, user name, user's profile avatar, IP address, time zone, addresses in the form of web logs (for security purposes).
Categories of Data Subjects	Customer's employees, workers, contractors, consultants, directors, Customer's former employees, workers, contractors, consultants, directors and Authorised Users. A detailed description of the uses, purposes of the processing of your Customer Data is set out in our privacy notice at www.immersivelabs.co.uk/legal

SCHEDULE 2
BESPOKE LAB CREATION SERVICES

The following Schedule shall only apply where a Customer has ordered the creation of bespoke labs pursuant to an Order Form.

The Customer acknowledges that the Supplier's ability to provide the Supplier's Bespoke Lab Creation services are dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to the Supplier.

The Customer will provide the Supplier with a detailed request relating to any lab it wishes the Supplier to create in compliance with the Restrictions (set out below or as otherwise notified to the Customer). Once a full and complete request is submitted and confirmed by the Supplier in writing as complete and compliant, the Supplier shall use its reasonable endeavours to prepare a first draft of such lab within 30 days of the Supplier's confirmation.

Restrictions

The Customer acknowledges and agrees that any labs created by the Supplier for the Customer will:

- be Linux only based;

- be created using open-source or free license software (IML has Windows server/7/10 + Microsoft office licenses so they do not apply here);

- either be single hosts or host-to-host communication (note Immersive Labs do not support network layer attacks, such as ARP spoofing, or DNS poisoning);

- not contain content which relies on external sources i.e. open source intelligence via LinkedIn/Twitter/etc; and

- not enable users or traffic to leave Immersive Labs' cloud environment (note it is not possible to connect to a customer's own infrastructure).

Once the Supplier has completed the design and development of a lab, the Customer shall review the lab and if the Customer deems any further development work is required, the parties shall agree the nature, extent and cost

of such additional work. Nothing in this Agreement shall oblige the Supplier to undertake additional development work at

its cost which (in the Supplier's opinion acting reasonably) would involve either a) a material departure from the original request; or b) significant additional time and resource.

In the absence of a request for further development work, acceptance of a lab by the Customer shall be deemed to have taken place within two days of the Customer first accessing any part of the lab. It is understood that (save where otherwise agreed in writing between the parties) any bespoke labs created pursuant to this Agreement shall be made available to such other customers of the Supplier as it shall in its absolute discretion determine.

SCHEDULE 3
TERMS APPLICABLE TO CYBER CRISIS SIMULATOR

This Schedule shall only apply where the Customer has purchased access to Cyber Crisis Simulator, as set out in the relevant Order Form.

1.   Definitions and Interpretation

1.1.   All capitalised terms used in this Schedule are defined in accordance with the Agreement.

1.2.   In this Schedule:

1.2.1.   **Background** means any assets and materials, and any Intellectual Property Rights in them, that are either (i) owned by a party (or used by it under licence) prior to the date of the relevant PO; or (ii) developed or acquired independently of a party's activities under this Agreement or any relevant PO.

1.2.2.   **Cyber Crisis Simulator** means the real-time interactive simulators of targeted cyberattacks and incidents, being a Licence Type.

1.2.3.   **Project Results** means any output and deliverables, and any Intellectual Property Rights in them, created on behalf of the Customer by the Supplier whether or not jointly with the Customer, specifically for the purposes of this Agreement or any Order Form including any Tailored Scenarios, but not including the Materials.

1.2.4.   **Materials** means any content and materials provided by the Customer to Supplier for incorporation in or development of any Project Results.

1.2.5.   **Tailored Scenario** means a Cyber Crisis Simulator scenario created for a Customer pursuant to an Order Form.

2.   Cyber Crisis Simulator as a Product

2.1.   The Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access the Platform (including the Cyber Crisis Simulator) during the Term solely for the Customer's internal business operations to improve cyber skills.

2.2.   The Supplier and Customer shall agree in writing and/or document in the relevant Order Form:

2.2.1.   which existing Cyber Crisis Simulator scenarios are to be made available to the Customer;

2.2.2.   the number and content of Tailored Scenarios to be created for the Customer;

2.2.3.   the extent to which Materials are to be provided by the Customer; and

2.2.4.   the extent to which the Customer will use the Cyber Crisis Simulator content builder (**Content Builder**).

2.3.   Except as agreed in writing between the parties, the Supplier shall have no responsibility for facilitating the use of the Cyber Crisis Simulator. All services offered by Supplier are remote and not on-premise solutions.

3.   Intellectual Property

Background

3.1.   All Background is and shall remain the exclusive property of the party owning it. If Customer provides Supplier with an idea, suggestion or submission as to how Supplier improves the Platform or Cyber Crisis Simulator, Supplier will be entitled to use such idea, suggestion or submission without restriction. All Intellectual Property Rights vesting in or attaching to the Cyber Crisis Simulator and any improvements made to it are treated as Supplier's Background.

3.2.   Each party grants to the other party, a non-exclusive, royalty-free, revocable, non-sublicensable (save to members of the Customer group), licence to use its Background during the term of this Agreement to the extent necessary to meet their obligations under this Agreement.

Materials

3.3.   The Customer warrants that it has and will continue to have all necessary rights in and to the Materials and that it holds all consents necessary to provide the Supplier with a licence to the Materials.

3.4.   The Customer grants to the Supplier a non-exclusive, royalty-free, revocable on termination licence to the Materials to enable the Supplier to:

3.4.1.   create the Project Results;

3.4.2.   provide the Cyber Crisis Simulator to the Customer; and

3.4.3.   perform its obligations under this Agreement and any Order Forms.

Project Results

3.5.   All Project Results shall vest in and be owned absolutely by the Supplier. In relation to any copyright works subsisting in the Project Results, the Customer hereby assigns such copyright works to Supplier by way of present assignment of future copyright. The Customer shall take all actions reasonably requested by Supplier to evidence or secure Supplier's ownership of the Project Results, including any confirmatory deeds of assignment.

3.6.   The Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence to access the Project Results for its internal business purposes.

Intellectual Property Risk

3.7.   Each party warrants that, so far as it is aware, its contribution to the Project Results will not infringe any third party's Intellectual Property Rights.

3.8.   Each party shall give prompt written notice to the other party in the event that it becomes aware that the Project Results infringe or may infringe the Intellectual Property Rights of a third party.

4.   Customer Obligations

4.1.   The Customer shall ensure that the Materials do not infringe any applicable laws or regulations (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, or blasphemous) (**Inappropriate Content**).

4.2.   The Customer shall ensure that the Supplier has the right to use the Materials and that they are fit for purpose, accurate and complete. The Customer acknowledges that the Supplier has no control over the Materials and will have no liability in the event that they are not fit for purpose, inaccurate or incomplete, or if their use infringes any third party rights.

4.3.   The Customer shall indemnify the Supplier against all liabilities damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content or infringe the Intellectual Property Rights of a third party. In this clause: (i) "liabilities" include losses whether foreseeable or not, costs, penalties, attorney fees reasonably incurred and any such liabilities arising from third party claims; (ii) the obligation to indemnify extends to indemnifying Supplier's affiliates, personnel and agents,

and (iii) the Customer will not be liable under the indemnity to the extent that the liability results from the Supplier adding its own content to the Materials.

4.4.   The Customer shall provide the Supplier with access to, and use of, such information, data and documentation as is reasonably required by the Supplier for the performance by the Supplier of its obligations under this Schedule 3.

4.5.   The Customer acknowledges that the Supplier's ability to provide the Cyber Crisis Simulator to the Customer is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide). To the extent a delay by the Supplier is attributable in part to the Customer's default or delay in complying with its obligations under this Agreement, the Supplier shall not be liable to the Customer for any such delay or non-performance.

Power up your cyber workforce

Immersive Labs is a fully interactive, on-demand and gamified cyber skills platform. Equipping, measuring and benchmarking the cyber skills of entire workforces, preparing businesses to counter the latest cyber threats.

IMMERSIVELABS