

Terms of Use (Including EULA)

IMMERSIVE LABS GROUP

Updated December 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING, USING OR ACCESSING THE IMMERSIVE LABS SERVICES, PLATFORM, WEBSITE OR APPS. ANY USE, REPRODUCTION, OR REDISTRIBUTION OF THE SERVICES THAT IS NOT IN ACCORDANCE WITH THESE TERMS OF USE IS EXPRESSLY PROHIBITED.

Other applicable terms

These Terms of Use refer to the following additional terms:

- **Privacy Policy** available here: www.immersivelabs.com/legal. This Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. Any personal information will only be used in accordance with this privacy policy. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate.
- **Cookie Policy** available here: www.immersivelabs.com/legal. This Policy sets out information about the cookies on our sites. By using our Services, you consent to the use of such cookies.
- **End User Licence Agreement: SCHEDULE 1 TO THESE TERMS OF USE CONTAIN ADDITIONAL TERMS AND CONDITIONS WHICH ARE ONLY APPLICABLE TO CUSTOMERS AND USERS WHO HAVE PURCHASED OR PROCURED IMMERSIVE LABS' SERVICES, PLATFORM, WEBSITE OR APPS VIA OR THROUGH A THIRD PARTY RESELLER, DISTRIBUTOR OR MANAGED SERVICE PROVIDER. BY USING THE SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS.**

1. Terms of services, platform, website and app use

- 1.1. These terms of use (together with the documents referred to in it) outline the terms on which you may make use of our website at <https://www.immersivelabs.com>, our cyber skills platform at main.immersivelabs.online, lite.immersivelabs.com, the Digital Cyber Academy Platform at dca.immersivelabs.online (and all related subdomain websites) (together, our sites) and any of our applications, whether as a guest or a registered user. Use of our Services includes accessing, browsing, downloading or registering to use our sites.
- 1.2. Please read these terms of use carefully before you start to use our Services, as these will apply to your use of our Services. We recommend that you print a copy of this document for future reference. By using our Services, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our Services.

2. Definitions

- **'Authorised Users'** means the customer's employees, agents, representatives and/or independent contractors that you authorise to use the Services and access the Platform from time to time.
- **'Employer'** means organisations who advertise a job advert in the Digital Cyber Academy platform.
- **"Immersive Labs Group"** means **Immersive Labs Limited** (registered in England and Wales under company number: 10553244 with its registered office at: Runway East, 1 Victoria Street, Bristol BS1 6AA), **Immersive Labs Holdings Limited** (registered in England and Wales under company number: 11439032 with its registered address at: Runway East, 1 Victoria Street, Bristol BS1 6AA) and **Immersive Labs Corporation** (a Delaware US company with its office at WeWork, 200 Berkeley St, Boston, 02116 MA, USA).

- **‘Job advert’** means content placed on our Services by an Employer for the purpose of recruiting a person or persons to work for the Employer.
- **‘Platform’** means the cyber skills platform known as “Immersive Labs”.
- **Products:** the products as specified in the Services Guide as updated from time-to-time and available at: www.immersivelabs.com/legal
- **‘Services’** means the supply of any services by the Immersive Labs Group including but not limited to the Products, services, platform, website or applications (“apps”) and as may be more particularly described in the Services Guide updated from time to time as available here: www.immersivelabs.com/legal
- **‘User applicant’** means users of the Digital Cyber Academy platform who apply for roles advertised by employers
- **‘We or us’** means the Immersive Labs Group company that you are contracting with determined in accordance with clause 22 below.
- **‘You’** means either you as a business user or as a consumer user.

3. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding for you.

4. Changes to our Services

We may update our Services from time to time, and may change the content at any time. However, please note that any of the content on our Services may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Services, or any content on them, will be free from errors or omissions.

5. Accessing our Services

- 5.1. You may only open one account on the cyber skills or Digital Cyber Academy platforms. 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.
- 5.2. Authorised Users with licences that limit access to certain areas of the Platform shall not access or attempt to access other areas of the Platform outside those licence terms. We shall be entitled to charge the relevant subscription fee for any such unauthorised access.
- 5.3. When registering for an account on our sites you agree to provide accurate, current and complete information and to promptly update the information you provide to us when/if it changes. You are responsible for making all arrangements necessary for you to have access to our Services. You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. Subject to these terms of use, you may use our sites for the purposes of which they are intended only. Our cyber skills platform is intended for training, measuring and identifying cyber talent.
- 5.4. Users of the Digital Cyber Academy must only use it for their own personal and non-commercial use only, to develop their own cyber capability and to identify and apply for cyber roles.
- 5.5. We do not guarantee that our Services, or any content on them, will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Services without notice.
- 5.6. WE WILL NOT BE LIABLE TO YOU IF FOR ANY REASON OUR SERVICES ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.

- 5.7. Our Services are designed for users who are at least 13 years old. By accessing the Services, you confirm that you are over the age of 13 years old. If we become aware that we hold personal information for anyone under the age of 13 years old, we will promptly delete the user account for that user, including all personal data, user details, username, and all other information associated with their use of the cyber skills or Digital Cyber Academy Platforms.
- 6.1. If you choose, or you are provided with, a user identification code (username), password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You may not: (i) enter, select or use an email address owned or controlled by another person with the intent to impersonate that person, or, (ii) use a name without appropriate authorisation. You shall be responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your username and password. Any username and password combination chosen or provided to you for your access to the cyber skills or Digital Cyber Academy Platforms shall be for your personal use only and is non-transferable.
- 6.2. You agree to (a) immediately notify us of any unauthorised use of your username or password, or any other breach of security and (b) ensure that you log out from your account at the end of each session. WE CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.
- 6.3. We reserve the right, at our sole discretion, to refuse registration of, disable, suspend or restrict any username or password, whether chosen by you or allocated by us, at any time, if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use. If you forget or lose your password, you should request a new password by choosing the 'Forgot Password' option within the Login area. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at support@immersivelabs.co.uk

7. We are not an employment business

- 7.1. The Digital Cyber Academy Platform acts as a platform where users can develop their practical cyber skills. In addition, the Digital Cyber Academy Platform also provides an online platform where organisations may advertise digital roles that they are seeking to fill (employer), and users with the requisite cyber skills may apply for such roles (user applicant) directly via the Digital Cyber Academy Platform. We are not to be considered an employer with respect to any use of the Digital Cyber Academy Platform and we shall not be responsible for any employment decisions made by any employer advertising a role on the Digital Cyber Academy Platform. We do not:
- make any introductions between an user applicant and an employer (or vice versa);
 - endorse any employer or user applicant;
 - verify the terms of any role offer; or
 - perform any employer validation.
- 7.2. User applicants are responsible for their own verification checks on any potential employer advertising a role on the Digital Cyber Academy Platform. We recommend that all user applicants review the identity of all potential employers and the terms of any role offer for themselves carefully.

8. Intellectual property rights

- 8.1. We are the owner or the licensee of all intellectual property rights in and on our Services and in the material published on or in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. The sole exception is any individual elements of a job advert placed by an employer on our Services that are already subject to a customer's or third party's intellectual property rights and that have not been modified or revised by us. Employers advertising jobs on our Services agree that we may use the Employer's name, trademarks and logos, supplied by the Employer, for the purposes of providing the Service.

- 8.3. You may print off one copy, and may download extracts, of any page(s) from our Services for your personal use and you may draw the attention of others within your organisation to content posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.4. Our status (and that of any identified contributors) as the authors of content on our Services must always be acknowledged. You must not use any part of the content on our Services for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Services in breach of these terms of use, your right to use our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. No reliance on information

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites. Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

10. LIMITATION OF OUR LIABILITY

10.1 NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY THE RELEVANT APPLICABLE LAWS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR SITES OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. WE WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:

- USE OF, OR INABILITY TO USE, OUR SERVICES; OR
- USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SERVICES.

10.2 IN PARTICULAR, WE WILL NOT BE LIABLE FOR:

- LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
- BUSINESS INTERRUPTION;
- LOSS OF DATA;
- LOSS OF ANTICIPATED SAVINGS;
- LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
- ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

10.3 IF YOU ARE A USER ACTING IN YOUR PERSONAL CAPACITY, PLEASE NOTE THAT WE ONLY PROVIDE OUR SERVICES FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR SERVICES FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON THEM, OR ON ANY WEBSITE LINKED TO THEM. WE ASSUME NO RESPONSIBILITY FOR THE CONTENT OF WEBSERVICES LINKED ON OUR SERVICES, SITES OR OUR APPS. SUCH LINKS SHOULD NOT BE INTERPRETED AS

ENDORSEMENT BY US OF THOSE LINKED WEBSERVICES. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.

11. Uploading content to our sites

- 11.1. Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our Services, you must comply with the Content Standards set out in our Acceptable Use Policy (see below). You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.2. Any content you upload to our sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our sites a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.3. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Services. We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the Content Standards set out in our Acceptable Use Policy (see below). The views expressed by other users on our sites do not represent our views or values.

12. Viruses

- 12.1. We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Services. You should use your own virus protection software.
- 12.2. You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, the server on which our sites is stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- 12.3. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

13. Linking to our sites

- 13.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our sites in any website that is not owned by you. Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page unless expressly authorised by us. We reserve the right to withdraw linking permission without notice.
- 13.2. The website in which you are linking must comply in all respects with the Content Standards set out in our [Acceptable Use Policy below](#). If you wish to make any use of content on our sites or in our apps other than that set out above, please contact support@immersivelabs.co.uk.

14. Acceptable Use Policy

This Acceptable Use Policy sets out the terms between you and us under which you may access our Services and applies to all users of, and visitors to, our Services.

15. Prohibited uses

15.1. You may use our Services only for lawful purposes. You may not use our Services:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

15.2. You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Services;
 - any equipment or network on which our sites is stored;
 - any software used in the provision of our Services; or
 - any equipment or network or software owned or used by any third party.

16. Interactive services We may from time to time provide interactive services on our Services, including, without limitation:

- Chat rooms.
- Bulletin boards.
- User reviews. (to the extent relevant).

16.2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. **HOWEVER, WE ARE UNDER NO OBLIGATION TO OVERSEE, MONITOR OR MODERATE ANY INTERACTIVE SERVICE WE PROVIDE ON OUR SITES, AND WE EXPRESSLY EXCLUDE OUR LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF ANY INTERACTIVE SERVICE BY A USER IN CONTRAVENTION OF OUR CONTENT STANDARDS, WHETHER THE SERVICE IS MODERATED OR NOT.**

16.3. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

17. Moderation

We have no obligation to monitor or moderate any user activity or use of our sites, apps and the cyber skills and Digital Cyber Academy Platforms; however, we retain the right at all times

to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or regulatory authority request. Without any admission of liability, we may from time to time assess any possible risks for users of the cyber skills and Digital Cyber Academy Platforms from third parties when they use our sites, apps and/or the cyber skills and Digital Cyber Academy Platforms, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. Moderators are registered users of the cyber skills and Digital Cyber Academy Platforms who may interact directly with other registered users to identify potential problems, conduct random verifications to ensure compliance with all applicable policies and may impose sanctions accordingly. WE EXPRESSLY EXCLUDE OUR LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF OUR WEBSITE, APPS AND THE CYBER SKILLS AND DIGITAL CYBER ACADEMY PLATFORMS BY YOU IN CONTRAVENTION OF OUR CONTENT STANDARDS (SEE BELOW), WHETHER THE SERVICE IS MODERATED OR NOT. Where we do moderate the cyber skills and Digital Cyber Academy Platforms, we will normally provide you with a means of contacting moderators directly, should a concern or difficulty arise.

18. Content Standards

18.1. These content standards apply to any and all material which you contribute to our Services (contributions), and to any interactive services associated with them. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole. Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

18.2. Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

19. Suspension and termination

19.1. We will determine, at our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Services. When a breach of this policy has occurred, we may take

such action as we deem appropriate. Failure to comply with this Acceptable Use Policy constitutes a material breach of these terms of use upon which you are permitted to use our Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

19.2. WE EXCLUDE LIABILITY FOR ACTIONS TAKEN IN RESPONSE TO BREACHES OF THIS ACCEPTABLE USE POLICY. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

20. Complaints

We are passionate about developing your cyber capability. Our platform is designed to upskill individual users and provide companies with talent, risk and resourcing insights. We aim for all our users to love our product. If for any reason you are unhappy with our product, please let us know through your account manager, via the forms available at <https://immersivelabs.com/contact-us/>, or on 020 3893 9101. We will respond within two working days of receipt, explain what we will do and the target timescale to resolve your query.

21. Third party links and resources in our Services

Where our Services contain links to other sites, apps and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites, apps or resources.

22. Contracting Entity, Notices, Governing Law and Venue:

The Immersive Labs Group entity that you are contracting with, the address to which notices should be addressed to us, the law that will apply in any dispute or lawsuit arising out of or in connection with the use of the Services and the courts that have jurisdiction over any such dispute or lawsuit depend on where you are domiciled:

If you are domiciled in:	The contracting Immersive Labs Group entity is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Globally, other than North or South America	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

8 CONFIDENTIALITY

- 8.1 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.
- 8.2 A party's Confidential Information does not include information that:
- 8.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.2.2 was in the other party's lawful possession before the disclosure;
 - 8.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.2.4 is independently developed by the receiving party, which can be demonstrated by written evidence.
- 8.3 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.

Contact Us

To contact us, please email support@immersivelabs.co.uk

Thank you for visiting our site.

SCHEDULE 1

End User Licence Agreement

IMPORTANT NOTICE:

THIS SCHEDULE 1 CONTAINS ADDITIONAL TERMS WHICH ARE ONLY APPLICABLE TO CUSTOMERS AND USERS WHO HAVE ACCESSED, PURCHASED OR PROCURED IMMERSIVE LABS SERVICES (AS DEFINED IN THE TERMS OF USE POLICY), PLATFORM, WEBSITE OR APPS VIA OR THROUGH A THIRD PARTY RESELLER, DISTRIBUTOR OR MANAGED SERVICE PROVIDER.

YOU SHOULD READ THE FOLLOWING EULA CAREFULLY BEFORE PURCHASING, USING, AND ACCESSING THE SERVICES. THIS EULA IS NOT SELLING OR LICENSING SOFTWARE, IT IS LICENSING A SOFTWARE SERVICE. ALL USE OF THE SERVICES IS SUBJECT TO THIS EULA. ANY USE, REPRODUCTION, OR REDISTRIBUTION OF THE SERVICES THAT IS NOT IN ACCORDANCE WITH THE TERMS OF THIS EULA IS EXPRESSLY PROHIBITED.

1. INTRODUCTION

- 1.1. The relevant contracting Immersive Labs Group entity (as defined in clause 22 of the Terms of Use above) is referred to as “us”, “we”, and “our” in this EULA.
- 1.2. You, the customer or end user (“End User”) of our Services (as defined in the Terms of Use) are referred to throughout this EULA as “you” or “your”, and together you and us are referred to as the “Parties”.
- 1.3. You have purchased the Services through or via a reseller, distributor or other third party (“Reseller”).
- 1.4. We have agreed to provide the Services to you under terms and conditions agreed between us and Reseller (“Reseller Terms”). The provision of such Services are fully conditional upon your compliance with the terms of this EULA.
- 1.5. For the purposes of this EULA, “Affiliates” shall mean you and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, you.
- 1.6. If you purchase the Cyber Crisis Simulator (as defined in Appendix 2 to this EULA), the terms of Appendix 2 to this EULA shall apply. Solely in connection with the sale of Cyber Crisis Simulator, in the event of any conflict between the terms of this EULA and the terms of Appendix 2, the terms of Appendix 2 shall prevail.
- 1.7. WE PROVIDE THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CHECKING THE “I AGREE TO THE TERMS OF USE” BOX ON THE IMMERSIVE LABS PLATFORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF THE CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT AND DO NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT ACCESS THE SERVICES.
- 1.8. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR OUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SERVICE OR ACCESS THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE OR AUTHORIZED ACCESS TO OUR SERVICE.

2. GRANT OF LICENCE

- 2.1 Subject to the terms of this Terms of Use and your strict compliance with all terms and conditions in the EULA, we grant you and your Affiliates a non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the Services and the Content (as defined in clause 4.1) within the platform for the term of this EULA subject to the continued due payment of the charges (as set out in the Reseller Terms) by Reseller and any limits on the number of users as set out in the Reseller Terms.
- 2.2 You shall be responsible for the acts and omissions of your directors, employees, contractors, sub-contractors or agents ("**Employees**") with respect to their use of the Services and you remain liable throughout the term of this EULA for the acts and omissions of your Employees.
- 2.3 This EULA does not entitle you to Services such as implementation training or training in how to use our Services.

3. CHARGES

- 3.1 The charges for the Services are set out in the Reseller Terms (the "**Charges**").
- 3.2 All Charges payable by Reseller are without discount or set-off or any other deduction within 30 days from the date of our invoice unless otherwise agreed by us in writing.
- 3.3 All Charges are exclusive of value added tax, sales, use, and similar taxes of any kind which shall be paid by Reseller.
- 3.4 Unless otherwise specified, the Charges shall be subject to 12 monthly reviews and may increase.
- 3.5 Where you request any increases in the number of user licenses for either yourself or for any Affiliates, we reserve the right to withhold any requested change until the additional charges have been received by us.

4. OWNERSHIP OF THE SERVICE AND CONTENT

- 4.1 All right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefore and other intellectual property rights (together "**Intellectual Property Rights**") in the Service and the materials and content within, including but not limited to all musical samples, text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("**Content**") belong to us and/or our licensors. All rights are asserted and reserved, save for those granted under this EULA.
- 4.2 You acknowledge and agree that the Services and Content are provided under license, and not sold, to you. We reserve and shall retain our entire right, title, and interest in and to the Services and all Intellectual Property Rights arising out of or relating to the Services, except as expressly granted to you in this Agreement.
- 4.3 You shall use commercially reasonable efforts to safeguard all Services and Content (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You shall promptly notify us if you become aware of any infringement of our Intellectual Property Rights in the Services or Content and fully cooperate with us in any legal action taken by us to enforce our Intellectual Property Rights.
- 4.4 The Service and Content are protected by copyright law, international copyright treaties and conventions and other laws. The Service or Content may contain licensed materials and our licensors may act to protect their interests in the event of any breach of this EULA.

5. SYSTEM REQUIREMENTS

- 5.1 The Services have been developed to be accessed from the internet using an appropriate browser. Such browsers include: Google Chrome, Safari, Firefox and Microsoft Edge

("Browser"). It is your responsibility to ensure that you are using the appropriate browser required to access the internet, the Services and Content.

- 5.2 It is your obligation to ensure that you are using the latest compatible public release of any appropriate Browser and that you meet the necessary Minimum System Specification available at www.immersivelabs.com/legal
- 5.3 Outages or interruptions to the Services may be instigated by us when, in our reasonable opinion, they are necessary to facilitate improvements or maintenance of our Services. We will use reasonable efforts to minimise the outages or interruptions that may be caused by such events or maintenance, but such outages or interruptions shall not count for the purpose of calculating whether any relevant services levels have been met. If outages or interruptions are required, we will endeavour to advise you of planned downtime so as to minimise impact on the Services, and we will endeavour to provide you with an estimated duration of the downtime.
- 5.4 You will require an internet connection which you must procure at your own expense, to use and access the Service and Content.

6. ONLINE SERVICE

- 6.1 We may, but shall not be obliged to, provide and maintain certain online functionality, online network play connectivity and interactivity, and other online features relating to the Service ("**Online Service**") subject to the terms and conditions of this EULA.
- 6.2 We will grant you access to our Services upon receipt of payment of the Charges and subject to your compliance with the EULA and the terms and conditions shown on our website from time to time including, but not limited to, privacy policy, acceptable use and website terms of use policies.
- 6.3 We do not warrant that the operation of the Online Service will be uninterrupted or error free or that any error or interruption can or will be corrected.

7 SERVICE DESK AND SUPPORT

You may also contact us by emailing: support@ImmersiveLabs.co.uk setting out details of your query and a member of our team will respond to you.

8 COMMUNICATIONS

- 8.4 The Service may allow you and other users of the Services to send communications to us or third parties or contribute content of your own for use in the Service or otherwise by us or third parties (each a "**Contribution**"). By accessing and using the Service you agree that we have no responsibility to review the content of any Contributions and that all Contributions are made available on the basis that we are not required to and do not exercise any control or judgement in respect of their content. For the avoidance of doubt the views expressed in any Contributions are the views of the individual authors and not those of us.
- 8.5 To the extent that such Contributions are permitted by the Services, it is an information and entertainment service and ancillary to this we are involved in the transmission, storage, retrieval, hosting, formatting or translation of third-party communications without selection or alteration of the content of the communication, for which the Services are a mere conduit.
- 8.6 We shall be entitled to remove, restrict, suspend or alter any user account and any Contribution (and the ability to share or create Contributions) for any reason in our sole discretion including, without limitation, because conduct or content associated with such account or Contributions might be deemed unacceptable by us.
- 8.7 You agree we may use, publish, edit, modify and adapt Contributions you make available, or post to or transmit to the Services ("**Your Contributions**") for any reason in our sole discretion.
- 8.8 To the extent that Your Contributions are derived from the Services or material provided by us, you hereby assign to us all Intellectual Property Rights subsisting in Your Contributions which are owned by you.
- 8.9 You agree and undertake that you are entitled to make available, or post to or transmit to the Service Your Contributions and to grant us those rights set out in clause 8.4, and you will not

make available, or post to or transmit to the Services any statement, material or other Contributions and you will not use the Services in any way that:

- 8.9.1 is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, inflammatory or racist;
- 8.9.2 harasses, bullies or intimidates any person or obscures or impedes other users' ability to communicate or read conversations (this includes the use of any macros/SPAM to either the general player base or a single individual to disrupt chat);
- 8.9.3 involves exploitative behaviour, through but not limited to, third party programs, bots, scripts or other means which are reasonably prohibited by us from time to time, or which take advantage of bugs, unintended errors, or features that have not been documented, to access restricted parts of the Service or gain an unfair edge over other players or which otherwise constitutes activity which we reasonably deem against the "spirit" of the Services;
- 8.9.4 encourages any violation of this EULA or of a third-party service provider's terms of service;
- 8.9.5 is unlawful, malicious, misleading (including impersonation), discriminatory or which gives rise to civil or criminal liability or which might call us or the Services into disrepute;
- 8.9.6 infringes upon the intellectual property or other rights of any third party or facilitates or encourages such infringement or entails the distribution of any player's personal information (other than your own, as a private message);
- 8.9.7 is technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually does modify or interfere with the Service or overburden or disrupt any computer or server used by the Services;
- 8.9.8 may be deemed a marketing or commercial communication;
- 8.9.9 promotes any illegal or unlawful activity including but not limited to solicitation, gambling or the sale of prescription medicines;
- 8.9.10 is aimed at persons under the age of 18 or which seeks or attempts to make any arrangement to meet a person under the age of 18;
- 8.9.11 contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;
- 8.9.12 constitutes, in our reasonable opinion, cheating or misuse of the Service, or an attempt to gain unauthorised access to the Services or parts thereof, or to the accounts of other users or networks or devices; or
- 8.9.13 solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

9 RESTRICTIONS

9.1 You are not entitled to and shall not:

- 9.1.1 sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent,

lease, loan, sub-license or otherwise deal in copies or reproductions of the Services to other parties in any way except as permitted by this EULA;

- 9.1.2 remove, delete, obscure, disable, modify, add to, tamper with, or circumvent any program code or data, copyright, trade mark, or other proprietary notices, labels or copy protection software contained on or within the Services or Content;
 - 9.1.3 exploit the Services, Content, or any of its parts thereof for any commercial purpose including, but not limited to, using the Services for any illegal or immoral purposes;
 - 9.1.4 export or re-export the Services or any copy or adaptation in violation of any applicable laws or regulations;
 - 9.1.5 create data or executable programs which mimic data or functionality in the Service;
 - 9.1.6 remove, disable or circumvent any copy protection software contained on or within the Services or Content; or
 - 9.1.7 use the Services or Content for any illegal or immoral purposes.
- 9.2 You agree not to use any skills developed or inferred through our platform for malicious or illegal purposes.
- 9.3 You agree not to perform any security testing of the Immersive Labs application itself.
- 9.4 You agree not to publish or share any techniques, answers on how to complete labs, information, intellectual property contained in the platform.

10 LIMIT OF LIABILITY

- 10.1 THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE FOR:
- 10.1.1 ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES;
 - 10.1.2 ANY DIRECT OR INDIRECT LOSS OF PROFITS OR LOSS OF BUSINESS; OR
 - 10.1.3 ANY DIRECT OR INDIRECT LOST SAVINGS, LOSS OF USE OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS EULA OR WITH RESPECT TO YOUR USE OR OPERATION OF THE SERVICES,
- 10.2 THE PARTIES AGREE THAT THE TOTAL LIABILITY OF EACH PARTY OR ALL OTHER DAMAGES OR LOSSES WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE, EVEN IF A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, WILL NOT EXCEED

100% OF THE SUM OF ALL CHARGES PAID OR PAYABLE BY THE RESELLER TO US IN THE IMMEDIATELY PRECEDING 12 MONTH PERIOD.

10.3 WE SHALL NOT BE LIABLE TO YOU FOR ANY INTERRUPTIONS TO THE SERVICES OR CONTENT, OR ANY OUTAGES OR INTERRUPTIONS ARISING DIRECTLY OR INDIRECTLY FROM:

10.3.1 INTERRUPTIONS TO THE FLOW OF DATA TO OR FROM THE INTERNET;

10.3.2 CHANGES, UPDATES OR REPAIRS TO THE NETWORK OR THE SERVICES SUBJECT TO US STRIVING TO MINIMISE THE INTERRUPTIONS AND/OR OUTAGES THAN MAY BE CAUSED BY SUCH CHANGE;

10.3.3 THE EFFECTS OF THE FAILURE OR INTERRUPTIONS OF THE SERVICE PROVIDED BY THIRD PARTIES

10.3.4 ANY ACTIONS OR OMISSIONS BY YOU, OR ANY THIRD PARTIES;

10.3.5 PROBLEMS WITH YOUR COMPUTER HARDWARE OR SOFTWARE, OR THE COMPUTER HARDWARE OR SOFTWARE OF ANY THIRD PARTY;

10.3.6 INTERRUPTIONS TO THE AVAILABILITY OF THE SERVICES REQUESTED BY YOU;

10.3.7 THE INFRINGEMENT BY ANY PERSON OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY CAUSED BY THEIR USE OF THE ONLINE SERVICE;

10.3.8 ANY AMOUNT OR KIND OF LOSS OR DAMAGE DUE TO VIRUSES OR OTHER MALICIOUS SOFTWARE THAT MAY INFECT A USER'S COMPUTER EQUIPMENT CAUSED BY THE MALICIOUS ACTS OF YOUR EMPLOYEES; OR

10.3.9 THE AVAILABILITY, QUALITY, CONTENT OR NATURE OF THE OTHER SITE ON THE INTERNET THAT ARE OWNED AND OPERATED BY THIRD PARTIES ("**EXTERNAL SITES**") TO WHICH THE ONLINE SERVICE LINKS AND/OR WEB SITES LOCATED ON OR THROUGH ANY EXTERNAL SITE, NOT FOR ANY TRANSACTIONS INVOLVING EXTERNAL SITES, NOT FOR ANY TRANSACTIONS INVOLVING EXTERNAL SITES (INCLUDING AS TO "COOKIES", PERSONAL DATA, CONFIDENTIAL INFORMATION, OR PURCHASES OF DOMAIN NAMES OR OTHER SERVICES). YOU SHOULD CONTACT THE SITE ADMINISTRATOR OR WEBMASTER FOR THOSE EXTERNAL SITES IF YOU HAVE ANY CONCERNS REGARDING SUCH LINKS, WEBSITES, OR TRANSACTIONS.

10.4 WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF WHATSOEVER NATURE SUFFERED BY YOU ARISING OUT OF OR IN CONNECTION WITH ANY ACT, OMISSION, MISREPRESENTATION OR ERROR MADE BY OR ON BEHALF OF YOU OR ARISING FROM ANY CAUSE BEYOND OUR REASONABLE CONTROL.

10.5 THE SERVICES ARE PROVIDED 'AS IS' AND ON AN 'AS AVAILABLE' BASIS WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS OR WARRANTY OF ANY KIND.

10.6 WE DO NOT GUARANTEE THAT THE SERVICES WILL BE FREE OF ERRORS, VIRUSES OR BUGS OR OTHER DEFECTS.

10.7 YOU ACKNOWLEDGE THAT USE OF THE SERVICES OR RELIANCE ON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK.

10.8 NOTHING IN THIS EULA SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR FRAUDULENT MISREPRESENTATIONS OR FOR DEATH OR PERSONAL INJURY RESULTING FROM A PARTY'S NEGLIGENCE

11 INDEMNITY

11.1 You shall adhere to the terms of this EULA and not do anything that infringes the rights of anyone else or do anything in breach of this EULA which may give a person a claim against us. If you breach the EULA, and we are challenged, threatened or sued by a third party because

of your actions, we may hold you responsible. You further agree that we would be irreparably damaged if the terms of the EULA were not specifically enforced, and you agree that we shall be entitled to appropriate equitable remedies with respect to breaches of the EULA, in addition to such other remedies as we may otherwise have available to us under applicable laws.

- 11.2 Our licensors shall be third party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

12 TERM AND TERMINATION

- 12.1 This EULA, and any licence granted by it, is effective upon your purchase or Reseller's purchase (as the case may be) of the Services or access of the Services (whichever is earlier) and this EULA shall remain effective for the duration of the Reseller Terms or until terminated by either Party in accordance with clause 12.2.
- 12.2 This EULA and any licence granted by it maybe terminated immediately by us in the event that the Reseller Terms terminate or expire. The EULA and any licence granted by it may be terminated by us if you fail to abide by any term or condition of this EULA. In that event we will give you notice of termination, such notice will also terminate any licence granted by us to you. Upon such notice you must cease all use of the Services.
- 12.3 We may terminate this Agreement, effective immediately, if you file, or have filed against you, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of your creditors or apply for, or consent to, the appointment of a trustee, receiver, or custodian for a substantial part of your property.
- 12.4 Upon expiration or earlier termination of this EULA, the license granted hereunder shall also terminate, and you shall cease using the Services. No expiration or termination shall affect your or the Reseller's (as applicable) obligation to pay all Charges that may have become due before such expiration or termination, or entitle you or Reseller to any refund of Charges paid.
- 12.5 The following clauses of this EULA shall survive termination: Clause 4 (Ownership of the Service and Content); Clause 10 (Limit of Liability); Clause 11 (Indemnity); Clause 12 (Term and Termination); and Clause 16 (General).

13 COMPLIANCE WITH LAWS/EXPORT CONTROLS

- 13.1 You shall be responsible at your own expense for complying with all applicable laws and regulations and obtaining any applicable licenses and consents relating to the use or operation of the Service in your territory including any communication facilities, data feeds, content, services and distribution systems and information that you may require to be used with the Service.
- 13.2 WE SHALL HAVE NO LIABILITY TO YOU IN THE EVENT THAT ANY RELEVANT LICENSE OR PERMISSION IS NOT GRANTED WITH RESPECT TO THE EXPORT OR IMPORT OF THE SERVICES AND OR CONTENT. IN SUCH CIRCUMSTANCES EITHER PARTY MAY

TERMINATE THIS EULA FOR CONVENIENCE BY PROVIDING 30 DAYS WRITTEN NOTICE.

14 DATA COLLECTION AND FEEDBACK

14.1 The Service includes an ability for us to automatically monitor, collect, analyse and send information relating to the use of the Services by you and end users which includes (but is not limited to) the following:

14.1.1 your and any end users' computer's specification and IP address;

14.1.2 any bugs, errors or defects in the operation of the Service which are detected;

14.1.3 feedback on your and any end users use of the Service;

14.1.4 statistical analysis concerning your and any end users completed labs and time taken to complete the labs;

14.1.5 labs started but not yet finished;

14.1.6 your and any end users position on your company's leadership board;

14.1.7 end users profile (or otherwise known as avatar);

14.1.8 end users gender to enable US to understand the use and uptake of our Service amongst different genders; and

14.1.9 we will collect the data set out in our Privacy Policy from you and all end users available here: www.immersivelabs.com/legal

14.2 We will also share this information in an anonymised format with you upon request.

15 DATA PROTECTION

15.1 In this clause the following words shall have the following meanings:

15.1.1 "**Data Controller**" shall have the meaning set out in the Data Protection Legislation;

15.1.2 "**Data Processor**" shall have the meaning of set out in the Data Protection Legislation.

15.1.3 "**Data Protection Legislation**" means national, federal, state, provincial, and local laws and regulations governing the use and disclosure of personal information, including the GDPR and the DPA.

15.1.4 "**DPA**" means the Data Protection Act 2018.

15.1.5 "**GDPR**" means Regulation (EU) 2016/679.

15.1.6 "**Personal Data**" shall have the meaning set out in the Data Protection Legislation.

15.2 Both parties agree to comply with the Data Protection Legislation.

15.3 The parties acknowledge that if we process any Personal Data on your behalf when performing its obligations under this Agreement, you are the data controller and we are the data processor for the purposes of the Data Protection Legislation. In which event, where we process Personal Data on your behalf we shall:

15.3.1 act only on written instructions and directions from you, including those contained in the Agreement, comply with all such instructions and directions received from you from time to time, and not process Personal Data for any purpose other than as set out in

Appendix 1 to this Agreement or to the extent reasonably necessary for the performance of the Agreement;

- 15.3.2 ensure that our personnel with access to Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Personal Data;
 - 15.3.3 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;
 - 15.3.4 provide reasonable assistance to you at your cost, if requested, to assist with the your compliance with obligations under Articles 32 to 36 of the GDPR (if applicable), taking into account the nature of processing by, and information available to us;
 - 15.3.5 on termination or expiry of this Agreement, at your request, delete or return to you all Personal Data processed on your 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;
 - 15.3.6 notify you if, in the our opinion, any instruction or direction from you infringes Data Protection Legislation;
 - 15.3.7 not transfer any of your Personal Data subject to the GDPR outside of the European Economic Area (EEA) and the United Kingdom save where the we are providing access to the Platform to Authorised Users logging on to the Platform from outside of the EEA or where we have entered into EU Standard Contractual Clauses with the sub-processor or ensured appropriate legal and technical safeguards or mechanisms are in place in order to comply with Data Protection Legislation such as the membership of the EU-US Privacy Shield;
 - 15.3.8 part of our corporate Group is based in the USA, to operate effectively we use shared systems, resources and sub-processors. Your Personal Data may be transferred, shared and processed between the Group which may involve it being transferred, stored or processed outside the country where you are located. We will ensure that any such transfer is subject to appropriate legal and technical safeguards in accordance with Data Protection Legislation and any other applicable laws;
 - 15.3.9 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;
 - 15.3.10 promptly assist you (at your cost) in responding to any request from a data subject; and
 - 15.3.11 promptly notify you on becoming aware of a Personal Data Breach.
- 15.4 We shall promptly assist you (at your cost) in responding to any request from a data subject.
- 15.5 We shall promptly notify you on becoming aware of a Personal Data Breach.
- 15.6 You agree that where there is an attempt to gain access to your Personal 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 15.16 or otherwise under this Agreement.
- 15.7 You shall:
- 15.7.1 ensure that your instructions always comply with all applicable laws;
 - 15.7.2 (and hereby does) warrant and represent that you have a lawful basis for sending, storing and receiving your Personal Data and that you are entitled to transfer the Data

to us and our Group so that you, it's Group, and authorised sub-processors may process them in accordance with this Agreement; and

15.7.3 (and hereby does) acknowledge our reliance on this clause.

15.8 Your Personal Data may be shared between your Authorised Users for the purposes of leaderboards and team games or otherwise as directed by you.

16 CONFIDENTIALITY

16.1 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.

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

16.2.1 is or becomes publicly known other than through any act or omission of the receiving party;

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

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

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

16.3 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.

17 GENERAL

17.1 **Severability:** In the event that any provision of the EULA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this EULA shall remain in full force and effect.

17.2 **Entire agreement:** this EULA together with any document expressly referred to in it, contains the entire agreement and understanding of you and us relating to the subject matter covered and supersedes all prior statements, representations, discussions, negotiations and agreements both oral and written.

17.3 **Amendment:** Any amendment to this EULA shall be in writing and signed by an authorised Employee of each Party.

17.4 **Relationship of Parties:** Nothing in this EULA shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties. We may include your name in our customer lists.

17.5 **Force Majeure:** Neither Party shall be liable to the other for any failure or delay in the performance caused by reasons beyond its reasonable control, including without limitation, acts of government, war, riot, civil disturbance, strike, industrial dispute, accident, breakdown of computers, plant or machinery, provided that a party so affected notifies the other party immediately and uses all reasonable endeavours to minimise the effect of the event.

17.6 **Rights of third parties:** Subject to clause 11.2, this EULA is made solely and specifically between and for the benefit of you and us and is not intended to be for the benefit of other parties. A person who is not a Party to this EULA has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of this EULA provided that nothing herein shall affect any right or remedy which exists or is available apart from the Act in respect of any third party.

17.7 **Assignment:** We may, after giving prior written notice to you, assign our rights under this EULA to any person whom we transfer our business to, provided that the assignee undertakes in writing to you to be bound by our obligations under this EULA. You may assign, transfer,

mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this EULA with our prior written consent.

- 17.8 Sanctions: The Service may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which this country has an embargo in force.
- 17.9 Export: The Services may be subject to US export control laws, including the Export Control Reform Act (in the US) and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable national, federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the country in which you are located.
- 17.10 Governing law and jurisdiction: This EULA, and any issues or disputes or claims arising out of or in connection with it will be governed by and construed in accordance with the laws as set out in clause 22 of the Terms of Use. Each Party consents to the exclusive jurisdiction of the courts as set out in clause 22 of the Terms of Use to settle all disputes and or claims arising out of or in connection with this EULA.
- 17.11 NO ADVICE: THE SERVICES ARE PROVIDED BY US FOR TRAINING AND EDUCATIONAL PURPOSES ONLY AND SHALL NOT BE TAKEN TO BE ADVICE. WE 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. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF MATERIALS. ANY RELIANCE ON ANY OPINION, STATEMENT OR OTHER INFORMATION IS AT YOUR SOLE RISK.
- 17.12 BETA: ANY SERVICES MARKED AS OR OTHERWISE IDENTIFIED AS "BETA" ARE SUPPLIED TO YOU "AS IS". WE MAKE 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 WE 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.

18 COUNTRY SPECIFIC TERMS

- 18.1 UNITED STATES: The following additional terms apply if you are domiciled in the United States:
- 18.2 FEDERAL GOVERNMENT END USERS: We provide 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.

19 LICENCES GRANTED AS PART OF A MANAGED SERVICE

- 19.1 To the extent that you have purchased licences via a third-party who obtains limited management access and control over the Platform for you and your Authorised Users

(Managed Service Provider), as agreed by you and such Managed Service Provider, you agree to the following terms:

19.1.1 You consent and give all necessary authority on your behalf and on behalf of your Authorised Users for Immersive Labs Limited and Immersive Labs Corporation to grant to Managed Service Provider such management access and control available via the Platform in respect of your and your Authorised Users' account on the Platform. For the avoidance of doubt, such granted management access and control may include but will not be limited to the Managed Service Provider setting objectives for you and your Authorised Users on the Platform, viewing user profiles and completed and incomplete labs and connected information for you and your Authorised Users and having access to your leader boards available via the Platform (**Management Functions**); and

19.1.2 Immersive Labs Limited and Immersive Labs Corporation shall not be responsible for and shall not in any way accept liability to you or your Authorised Users, or any third party, for the actions of Managed Service Provider in respect of the access and controls provided to such Managed Service Provider regarding your Platform.

18.2 If you are in any doubt as to whether you have purchased via a Managed Service Provider, please contact the Reseller directly.

Appendix 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 you, the Term of this Agreement.
Location of processing	United Kingdom and Republic of Ireland 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, telephone numbers, work addresses, first and last names, year of birth, gender (optional), screen name, user's profile avatar, IP address, time zone, addresses in the form of web logs (for security purposes).
Categories of Data Subjects	Your employees, workers, contractors, consultants, directors, your former employees, workers, contractors, consultants, directors and Authorised Users. A detailed description of the uses, purposes of the processing of your Personal Data is set out in our privacy policy at www.immersivelabs.co.uk/legal

Appendix 2
TERMS APPLICABLE TO CYBER CRISIS
SIMULATOR

1. DEFINITIONS AND INTERPRETATION

- 1.1. All capitalised terms used in this Appendix are defined in accordance with the Terms of Use and EULA.
- 1.2. In this Appendix 2, the following terms have the meanings ascribed to them below:

Management Functions (as defined in clause 18.1.1 of Schedule 1 above) where you have purchased Cyber Crisis Simulator from a **Managed Service Provider**, Management Functions shall be extended to include the Managed Service Provider providing Materials for the creation of Tailored Scenarios and to actively participate in the facilitation of the Cyber Crisis Simulator to you.

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.

Cyber Crisis Simulator means the real-time interactive simulators of targeted cyberattacks and incidents, being a type of Product.

PO: the Reseller's purchase order documentation. For the avoidance of doubt, if you are domiciled in North or South America, the PO must be addressed to Immersive Labs Corporation; if you are domiciled globally other than North or South America, the PO must be addressed to Immersive Labs Limited.

Project Results means any output and deliverables, and any Intellectual Property Rights in them, created by or with our support specifically for the purposes of this Agreement or any PO. Project Results includes any Tailored Scenarios, but does not include the Materials.

Materials means any content and materials provided by you to us for incorporation in or development of any Project Results.

Tailored Scenario means a Cyber Crisis Simulator scenario created for you or through your use of the Cyber Crisis Simulator content builder (**Content Builder**).

2. GRANT OF LICENCE

- 2.1. Subject to your strict compliance with the Terms of Use, the EULA and this Appendix 2 and payment of the relevant fee, we grant you and your Affiliates a non-exclusive, non-transferable, non-sublicensable licence to access the Cyber Crisis Simulator on the Platform during the term of the relevant agreement between you and the Reseller.
- 2.2. We shall agree in writing with the Reseller (or Managed Service Provider) and/or document in the relevant PO with the Reseller (or Managed Service Provider):
- 2.2.1. which existing Cyber Crisis Simulator scenarios are to be made available to you;
 - 2.2.2. the number and content of Tailored Scenarios to be created for you;
 - 2.2.3. the extent to which Materials are to be provided by you (and if relevant the Managed Service Provider); and
 - 2.2.4. the extent to which you (and if relevant the Managed Service Provider) will use the Content Builder.

3. INTELLECTUAL PROPERTY

Background

- 3.1. All Background is and shall remain the exclusive property of the party owning it. If you (and if relevant the Managed Service Provider to the extent they have Management Functions) provides us with an idea, suggestion or submission as to how we improve the Platform or Cyber Crisis Simulator, we will be entitled to use such without restriction. All Intellectual Property Rights vesting in or attaching to the Cyber Crisis Simulator and any improvements made to it are treated as our Background.

- 3.2. Each party grants to the other party, a non-exclusive, royalty-free, revocable, non-sublicensable (save to your Affiliates), 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. You warrant that you have and will continue to have all necessary rights in and to the Materials you provide to us and that you hold all consents necessary to provide us with a licence to the Materials.
- 3.4. You grant to us a non-exclusive, royalty-free, revocable on termination licence to the Materials to enable us to:
 - 3.4.1. create the Project Results;
 - 3.4.2. provide the Cyber Crisis Simulator to you and your Affiliates (including its facilitation if applicable); and
 - 3.4.3. perform our obligations under any agreement or PO.

Project Results

- 3.5. All Project Results shall vest in and be owned absolutely by us. In relation to any copyright works subsisting in the Project Results you hereby assign such copyright works to us by way of present assignment of future copyright. You shall take all actions reasonably requested by us to evidence or secure our ownership of the Project Results, including any confirmatory deeds of assignment.
- 3.6. You shall ensure that your agreements with your subcontractors and the Reseller include the necessary provisions and assignments to give full effect to this clause 3.
- 3.7. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to access the Project Results to the extent required for the Reseller to fulfil its Management Functions (if relevant) and any other obligations under the relevant PO or Agreement.

Intellectual property risk

- 3.8. 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.
- 3.9. 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. YOUR OBLIGATIONS

- 4.1. We will use the Materials to create Tailored Scenarios for you. If relevant, the Managed Service Provider shall perform the Management Functions to support that process.
- 4.2. You 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**).
- 4.3. You shall ensure that we have the right to use the Materials and that they are fit for purpose. You acknowledge that we have 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.
- 4.4. You shall indemnify us 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 our affiliates, personnel and agents, and (iii) you will not be liable under the indemnity to the extent that the liability results from us adding our own content to the Materials.
- 4.5. You shall provide us with access to, and use of, such information, data and documentation as is reasonably required by us for the performance by us of our obligations under this Appendix 2.

- 4.6. You acknowledge that our ability to provide the Cyber Crisis Simulator to you is dependent upon your full and timely co-operation (which you agree to provide). To the extent a delay by us is attributable in part to your default or delay in complying with your obligations under this Agreement, we shall not be liable to you for any such delay or non-performance.