

TERMS APPLICABLE TO CYBER CRISIS SIMULATOR

These terms and conditions 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.