

TERMS APPLICABLE TO TEAM SIM AND RANGES

These terms and conditions shall only apply where the Customer has purchased access to Team Sim and/or Ranges, as set out in the relevant Order Form.

1. Definitions and Interpretation

- 1.1. **Course Fee(s)** means the course fee and/or student onboarding fee specified in the applicable Order Form.
- 1.2. **Events** means events hosted virtually on the Team Sim/Ranges Platform with multiple players as agreed in writing between the Customer and Supplier.
- 1.3. **Exam Fee(s)** means the exam fee specified in the applicable Order Form and charged on a per user, per attempt basis.
- 1.4. **Fees** means the fees as specified in the applicable Order Form including but not limited to (as applicable) the Subscription Fee, Support Fee, Course Fee, Exam Fee and the Runtime Fee.
- 1.5. **Platform** means the Team Sim/Ranges Platform hosting the Team Sim/Ranges.
- 1.6. **Runtime** means the total amount of time a “lab” has been active, from manual lab start to manual or automatic lab shutdown, rounded up in hour increments.
- 1.7. **Runtime Credit(s)** means the Runtime Credits purchased by the Customer.
- 1.8. **Runtime Fee(s)** means the variable Runtime fee for Runtime Credits which is passed through by Supplier to Customer and based on infrastructure and usage costs (including but not limited to network inbound traffic, RAM, CPU and storage). An estimate of the Runtime Fee is available on the Team Sim/Ranges Platform user dashboard.
- 1.9. **Product and Services Guide** means product or services documentation made available by Supplier to Customer from time to time.
- 1.10. **Team Sim/Ranges Platform** means the cyber security skills platform known as “Team Sim/Ranges” including but not limited to your access to and use of the <https://dashboard.snaplabs.io> website and the Team Sim/Ranges platform, as well as any other application related, linked, or otherwise connected thereto. Please note that Supplier reserves the right to integrate and/or transfer the Team Sim/Ranges Platform into a different Platform or URL.
- 1.11. **Training Provider** means a Customer who has purchased the Team Sim/Ranges Platform as a training provider to provide access to students as end-users.

2. Hosting and Access

- 2.1. The Team Sim/Ranges Platform is hosted in the US and is only accessible via the browser using VNC screen sharing, guacamole or via the Customer’s own VPN. Single Sign On is not available for the Team Sim/Ranges Platform at this time.

3. Additional Fees

- 3.1. In addition to clause 6 of this Agreement, Customer agrees that:
 - 3.1.1. it shall be solely responsible for all Fees at the prices then in effect for your purchases, and you authorize Supplier to invoice you and/or charge your chosen payment provider or method for any such amounts upon making your purchase;
 - 3.1.2. if your purchase is subject to recurring Fees or charges, then you consent to Supplier invoicing you and charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation;
 - 3.1.3. Runtime Credits shall be valid for the Initial Term and shall expire at the end of the Initial Term, if not used. If a Customer runs out of or exceeds the Runtime Credits purchased, the Supplier shall calculate and may invoice the Customer for any additional Runtime Fees based on actual usage;
 - 3.1.4. if Customer it is a Training Provider, Training Provider will be responsible for paying the Course Fee(s) which shall be billed by Supplier to Customer on a monthly basis; and
 - 3.1.5. recurring fees such as Runtime Fee(s), Course Fee(s) and Exam Fees shall be billed by Supplier to Customer and payable by Customer to Supplier on a monthly basis.

4. Instance and Application Data

- 4.1. **Instance Data: Instance Data** is defined as any data residing on individual systems in a lab environment. This includes both pre-configured templates and data provided by the Supplier and data generated by application users utilizing the lab environments. Examples of Instance Data include live instance volumes, in memory data in running lab instances, snapshot data, and lab template data. Instance Data is retained for the life of the lab environment it is associated with, or the life of the customer subscription for lab template data. Actions that would destroy instance data include

lab deletion, snapshot deletion, and customer subscription termination.

- 4.2. **Application Data:** **Application Data** is defined as any data not directly involved in active and templated lab environments. This includes lab meta-data, documentation, and user generated data including audit logging of all dashboard application functionality. Examples of Application Data include user, such as name, user provided documentation (training material, custom lab notes), audit log data (user logins, lab functionality, user management functionality).

5. **Licence Roles and Access**

Customer shall be solely responsible for setting/instructing Supplier to ensure that Authorized Users have the correct licence roles and access to the Team Sim/Ranges Platform.

6. **Customization**

Supplier support services do not include any customization to the Team Sim/Ranges Platform unless subject to prior written agreement by the parties.

7. **Bring your own tools**

If Customer's access the Team Sim/Ranges Platform via the Customer's own VPN, Customer's can bring their own content, software and tools to use within the Team Sim/Ranges Platform (**Third Party Tooling**). Customer shall be solely responsible for the use of Third Party Tooling and shall ensure that all use by Customer meets any licencing terms between Customer and Third Party Tooling provider. Customer shall be solely responsible for purchasing, paying fees and any liability arising from the use of such Third Party Tooling within the Team Sim/Ranges Platform. Customer shall indemnify and hold harmless Supplier in relation to any liability arising from the Customer's use of such Third Party Tooling.

8. **Training Provider Specific Terms**

- 8.1. **Grant of Licence:** For Training Providers, the grant of licence pursuant to this Agreement shall be extended such that the Training Provider may access the Team Sim/Ranges Platform and perform administrative tasks including but not limited to course specific customer support and troubleshooting and basic platform usage support and permit access to students solely for education purposes as specified in this Agreement and as agreed in writing between the parties.
- 8.2. **Guest Authorised Users:** For Training Providers, and subject to the payment of the relevant Fees and adherence to the terms and conditions in this Agreement, Supplier will allow unlimited Guest Authorised Users which are onboarded through an

automated student signup process, or for events which are created and managed manually by the Training Provider.

- 8.3. **Course and Exam Sales:** For Training Providers and subject to the payment of the relevant Fees and adherence to the terms and conditions in this Agreement, Supplier shall provide the lab infrastructure and deliver course content via Lab Documentation.

- 8.4. **Extended Lab Access:** Training Provider may request an extension of access to lab environments on the Team Sim/Ranges Platform for student courses subject to the payment of the additional Fees notified by Supplier.

- 8.5. **Student Onboarding:** For Training Providers, Supplier shall provide

- 8.5.1. an API endpoint accessible to Training Provider systems for students to be automatically onboarded to the Team Sim/Ranges Platform;
- 8.5.2. Students will be automatically assigned access to their appropriate lab environment with the runtime limit specified by Training Provider; and
- 8.5.3. Supplier will provide support for manual student onboarding for in person events with at least 14 days notice.

8.6. **Training Provider Responsibilities**

- 8.6.1. Training Provider will be solely responsible for providing a point of contact for all technical support issues raised by students;
- 8.6.2. Training Provider will interface with the Supplier provided API to onboard students. Details necessary include student email, course lab or exam lab selection, amount of lab runtime, and exam flags if applicable;
- 8.6.3. Training Provider will provide at least 14 days notice for in person training events that require manual setup by Supplier.
- 8.6.4. Training Provider will be responsible for ensuring its instructors, enterprise users, and students make proper use of the platform as defined in this Agreement and shall be solely responsible for obtaining all necessary authorisation and consents from students.

9. **Community Edition Specific Terms**

For the Community Edition terms, the Services are provided free of charge. The access and availability of the Services are provided "as is" and the Supplier may amend, revoke, suspend or block such users or withdraw any Services at any time without notice and at its sole discretion. The Community Edition access is limited to 8 free public templates only, individual Authorized User use only (i.e. no multiple-users) and the ability to run no more than two concurrent labs at any one time.

10. Events

The Parties shall agree in writing the scope, parameters and responsibilities of the Parties in respect of any Events facilitated via the Platform.