IMMERSIVELABS

Immersive Labs
Master Services Agreement / EULA

Version **13.23**
Dated **May 2023**

This Agreement applies to your access, use, participation in or viewing of the Platform, Software, Services and Support Services that "we", the Supplier and the Immersive Labs Group, provide to "you", the "Customer", whether pursuant to an Order Form (or, to the extent applicable and in the alternative, an agreement between you and one of our Resellers), proof of concept, proof of value, trial, demo or pilot, or otherwise.

This Agreement forms a legally binding contract between you and the Supplier. Except for a written agreement signed by the Supplier and the Customer, this Agreement applies 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. By signing an Order Form, accessing, using, participating in, or viewing the Platform or Services, or clicking-through acceptance on the Platform, you agree to the terms and conditions contained in this Agreement.

If you do not agree with any provision of this Agreement, then you are expressly prohibited from accessing or using the Platform, Software, Services and Support Services and you must not, or must discontinue, use, or access immediately.

If the Supplier and the Customer have both signed a separate written agreement covering the subject matter of this Agreement, the provisions of that agreement shall prevail.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

1.1.1 **Account** means an account for a single Authorised User created for the Customer on the Platform.

1.1.2 **Agreement** means these terms and conditions, any terms and conditions incorporated by reference, 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 but not limited to: (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 2.3.

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 by the Customer to be stored, shared, or hosted on or through the Platform and Services (including to be incorporated into any Customer Generated Lab or Supplier Generated Lab), or otherwise made available by the Customer through the Services.

1.1.7 **Customer Generated Lab** means a custom exercise (utilised for Team Sim or Ranges) or a Cyber Crisis Simulator scenario (via Cyber Crisis Simulator content builder) which in either case is created by the Customer.

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

1.1.9 **Data Processing Agreement** means the Data Processing Agreement made available at www.immersivelabs.com/legal.

1.1.10 **Data Protection Legislation** means applicable 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**), the GDPR as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 c. 16 (**UK GDPR**) and the Data Protection Act 2018.

1.1.11 **Documentation** means the Product and Services Guide made available at www.Immersivelabs.com/legal as updated from time to time.

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

1.1.13 **Fees** means the total fees specified in the applicable Order Form or otherwise chargeable by Supplier pursuant to this Agreement.

1.1.14 **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).

1.1.15 **Immersive Labs Group** means Supplier and all other subsidiaries (whether direct or indirect) of Immersive Labs Holdings Limited (a company incorporated and registered in England and Wales with company number 11439032, whose registered office is at The Programme, All Saints' St, Bristol, United Kingdom, BS1 2LZ) as at the date of this Agreement and from time to time.

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

1.1.17 **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.1.18 **Licence Type** means the relevant product(s) or services supplied by Supplier granting access to different areas of the Platform and ancillary services as further described in the Product and Services Guide.

1.1.19 **Modules** means the modules listed in the Product and Services Guide which are made available by the Supplier on the Platform, and which may include Hands-On Labs, Technical Exercising and Organisational Exercising modules.

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

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

1.1.22 **Order Form** means the initial order form or quote referencing this Agreement executed by the Customer (or, to the extent applicable and in the alternative, the Reseller) and the Supplier, and any additional order form or quote signed by both parties that references: (i) this Agreement; (ii) the Modules which are accessible by the Customer; (iii) (as relevant) the number of Authorised Users, assessments, scenarios or resources for such Modules; and (iv) any applicable Professional Services .

1.1.23 **Platform** means the cyber security skills platforms known as "Immersive Labs" and any content made available or displayed on them including but not limited to the immersivelabs.online domains, all related domains and subdomains, the Digital Cyber Academy, the Cyber Crisis Simulator app, and content builder or, solely in connection with Team Sim and Ranges, the Team Sim/Ranges Platform.

1.1.24 **Platform Results** means any output and deliverables, and any Intellectual Property Rights in them, generated by the Platform including usage statistics, Authorised User records, performance data and metrics.

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

1.1.26 **Ranges** has the meaning given to it in the Product and Services Guide.

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

1.1.28 **Renewal Term** means 12 months following expiry of the Initial Term or Term unless a different renewal term is specified in the applicable Order Form.

1.1.29 **Reseller** means one of our third-party resellers, distributors, or managed service providers.

1.1.30 **Restricted Transfer(s)** means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA or an (onward) transfer from a country outside of the EEA within the same country or to another country outside of the EEA, which are not subject to an adequacy decision under Article 45 GDPR by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country or an (onward) transfer from a country outside of the United Kingdom within the same country or to another country outside of the United Kingdom, which are not subject to adequacy regulations adopted pursuant to Article 45(1) UK GDPR in conjunction with Section 17A of the United Kingdom Data Protection Act 2018

1.1.31 **Product and Services Guide** means the product and services guide available at www.Immersivelabs.com/legal as updated from time to time.

1.1.32 **Professional Services** means the professional services provided by Immersive Labs as outlined in the Product and Services Guide and subject to inclusion of a statement of work in the applicable Order Form.

1.1.33 **Services** means the products and services specified in the Product and Services Guide as set out in an Order Form.

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

1.1.35 **Supplier** means the company described in clause 16.13 (*Contracting Entity, Notices, Governing Law, and Venue*).

1.1.36 **Supplier Generated Lab** means pursuant to an Order Form, a bespoke lab or custom exercise (utilised for Team Sim or Ranges) or Cyber Crisis Simulator scenario created by the Supplier on behalf of the Customer.

1.1.37 **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 Product and Services Guide as updated from time to time.

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

1.1.39 **Team Sim** has the meaning given to it in the Product and Services Guide.

1.1.40 **Team Sim/Ranges Platform** means the cyber security skills platform known as "Team Sim/Ranges" and any content made available or displayed on it including but not limited to access to and use of the https://dashboard.snaplabs.io domains and the Team Sim/Ranges platform, and all related domains and subdomains. Please note that Supplier reserves the right to integrate and/or transfer the Team Sim/Ranges Platform into a different Platform or URL.

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

1.1.42 **Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. SERVICES

2.1 Subject to clause 2.2 and the Customer's compliance with this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right for the Authorised Users to access the Platform during the Term solely for the Customer's internal business operations to improve cyber skills. The Customer agrees that the Platform is made available under a licence and is not sold to Customer.

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 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 Customer ensuring that: (i) the quantity of Authorised Users is less than or equal to the Authorised Users purchased under an Order Form; and (ii) that there are no transfers or sharing of Accounts (i.e., each Account shall only be used by one individual save where the Supplier has provided prior written consent to transfer an Account to another individual).

2.4 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 (provided always that fees paid shall be non-refundable (pro-rata or otherwise) and any fees not paid which relate to the remainder of the Initial Term shall become immediately due and payable);

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 in the circumstances described in clause 11.3; and/or

3.2.2.4 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 (including without limitation this clause 3.3 and clauses 4.6 (Customer Responsibilities), 9 (Intellectual Property Rights), 10 (Confidentiality), 11 (Indemnity) and 12 (Limitation of Liability)) 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 Authorised Users shall not access or attempt to access other areas of the Platform outside that Licence Type.;

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

4.1.3 the Customer shall procure that 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.com/legal from time to time including, but not limited to, acceptable use and website terms of use policies and agree that Supplier may suspend or terminate the Services for a breach of such terms;

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

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

4.1.6 it will provide any Customer Data that is required by the Supplier to deliver the Services, including without limitation any Customer Data that is required to deliver Supplier Generated Lab;

4.1.7 it will carry out its responsibilities in this Agreement and provide all necessary co-operation, engagement, information, and documentation in a timely manner to enable the Supplier to provide the Services;

4.2 To the extent a default or 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 non-performance or delay.

4.3 The Customer shall be responsible for the acts and omissions of its Authorised Users (and any unauthorised users that have gained access to the Platform in breach of this Agreement) as though they were the Customer's acts and omissions.

4.4 The Supplier shall be entitled to review the Customer's use of the Platform and to the extent that a review reveals Accounts are being misused (including in breach of clauses 2.3 and 4.1.1) then without prejudice to any other rights the Supplier may disable the relevant Accounts and/or block individuals and charge the Customer the relevant Fees for any unauthorised access.

4.5 The Customer shall not and shall not allow any Authorised User or other person to:

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

4.5.2 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);

4.5.3 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;

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

4.5.5 make any alteration to the Platform or Documentation; or

4.5.6 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.

4.6 Without prejudice to any other provisions in this agreement, in order to protect our legitimate business interests, Customer hereby agrees, for the Customer and as agent for each Group Company,

that the Customer shall not and shall procure that no member of its Group or any personnel of Customer or its Group:

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

4.6.1.1 create;

4.6.1.2 provide; or

4.6.1.3 assist in any way the creation of,

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

4.6.2 shall otherwise:

4.6.2.1 carry on;

4.6.2.2 be engaged, concerned, or interested in; or

4.6.2.3 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.

4.7 The Customer shall be bound by the covenant set out in clause 4.6 during the term of this Agreement, and for a period of 6 months after termination or expiry of this Agreement.

4.8 The Platform may contain links (or you may be sent links via the Platform) to other websites (**Third-Party Websites**) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (**Third-Party Content**). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us.

4.9 If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware this Agreement no longer governs. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

4.10 The Platform is not tailored to comply with any industry-specific regulations for example but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA)). You may not use the Platform in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

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 Product and 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.com/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 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 it 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 The Supplier's responsibility for providing Professional Services to support the Customer's use of the Platform shall be as set out in an Order Form and/or the Documentation.

5.7 All Services are delivered remotely unless specifically agreed in writing between Customer and Supplier.

6. FEES AND PAYMENT

6.1 The Customer shall pay all Fees specified in the applicable Order Form without any deduction or set off or withholding 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 Fees (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 8% of the outstanding balance per year (assessed daily), 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 at law, the Supplier may, without liability to the Customer, suspend the Services and/or access to the Platform 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, the Supplier will be responsible for taxes based on its net income.

7. CUSTOMER DATA, SCENARIOS AND TOOLING

7.1 The Customer grants the Supplier and its processors or 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 processors or sub-processors to provide the Services (including support., to prevent or address service or technical problems, to generate the Project Results and (where applicable) to create Supplier Generated Lab) in accordance with this Agreement.

7.2 The Customer shall ensure that the Customer Data does not infringe any applicable laws or regulations and shall ensure that the Customer Data does not contain any material which is contrary to the acceptable use policies at www.immersivelabs.com/legal.

7.3 The Customer is solely responsible for (i) the accuracy, quality, integrity, legality and appropriateness of Customer Data and any Customer Generated Lab; 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 or any Customer Generated Lab, and the Supplier will have no obligation to review Customer Data or any Customer Generated Lab for

accuracy, quality, integrity, legality, reliability, appropriateness or for any other reason.

7.4 In the event of any loss or damage to the Customer Data or any Customer Generated Lab, 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 or Customer Generated Lab from the latest back-up.

7.5 In relation to Team Sim and Ranges only, the Customer may, subject to the Supplier's prior written approval, access the Team Sim/Ranges Platform via the Customer's own VPN and in such circumstances the Customer:

7.5.1 may bring their own content, software, and tools to use within the Team Sim/Ranges Platform (**Third-Party Tooling**);

7.5.2 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;

7.5.3 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; and

7.5.4 warrants that the Customer's VPN access and/or the Third-Party Tooling shall not introduce or permit the introduction of any Virus into the Team Sim/Ranges Platform.

7.6 Upon expiry or termination of this Agreement, you will have 30 days in which to request a copy of Platform Results. After this period, we may securely destroy such Platform Results, any Customer Data that has formed part of the Services, and any Supplier Generated Lab or Customer Generated Lab and will have no obligation to store them. 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 The terms "**controller**", "**data subject**", "**personal data**", "**process**", "**processing**", "**processor**" shall have the same meanings defined by the Data Protection Legislation.

8.2 **Supplier as Processor.** To the extent that the Supplier processes Authorised User personal data as a processor on behalf of Customer as controller, the Data Processing Agreement shall apply.

8.3 **Role of the Parties.** The parties acknowledge and agree that save as expressly set out in the Data Processing Agreement, in performing their respective obligations under this Agreement, each party is a separate and independent controller of the Authorized Users' personal data and shall individually determine the purposes and means of processing such personal data in accordance with clause 8.4. The parties further acknowledge that neither party is responsible for determining the requirements of the Data Protection Legislation applicable to the other party.

8.4 **Obligations of the Parties.** Each party shall:

8.4.1 comply with all the obligations imposed on a controller under the Data Protection Legislation;

8.4.2 be responsible for determining the legal basis(es) of its own processing activities;

8.4.3 provide the other party with reasonable assistance, information and co-operation as reasonably requested by the other party to ensure

compliance with the parties' respective obligations under the Data Protection Legislation;

8.4.4   implement and maintain appropriate technical and organizational measures to adequately protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, as required under applicable Data Protection Legislation; and

8.4.5   notify the other party without undue delay (and in any event within 48 hours) of becoming aware of a personal data breach relating to the subject matter of this Agreement.

8.5   The parties acknowledge and agree that each party is authorised to make a Restricted Transfer provided that such processing complies with Data Protection Legislation. Each Party shall ensure that any Restricted Transfer it initiates will, where, applicable, be subject to a lawful data transfer mechanism and/or appropriate onward transfer agreements that require any further transfers be conducted under a lawful data transfer mechanism in accordance with Data Protection Legislation.

8.5.1   These terms should be read in conjunction with our Acceptable Use Policy (which apply to all guest and registered users of our Platforms) and our Privacy Notice and Cookie Notice available at www.immersivelabs.com/legal.

9.   INTELLECTUAL PROPERTY RIGHTS

9.1   All Intellectual Property Rights in and to the Services, Platform, Software and Documentation (including any updates, modifications and/or improvements) (**Supplier IPR**) belong to, and shall continue to belong, to the Supplier.

9.2   Supplier IPR shall without limitation include Intellectual Property Rights in:

9.2.1   any Supplier Generated Lab whether or not created jointly with the Customer (for the avoidance of doubt excluding any right to use the configured exercise or scenario created solely by the Customer in a Customer Generated Lab); and

9.2.2   any ideas or suggestions as to how to improve the Platform or Services (including any ideas, know-how, submissions provided for the creation of Supplier Generated Lab).

9.2.3   The Customer irrevocably assigns to the Supplier all such Intellectual Property Rights (including any created in the future) and shall give the Supplier such assistance as necessary to confirm such rights, including any confirmatory deeds of assignment.

9.3   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.

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

9.5   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.

9.6   The Customer retains sole ownership of, and title to, the Customer Data, and any Intellectual Property Rights related to the Customer Data. The Supplier does not acquire any license or other rights, directly or indirectly, by implication, estoppel or otherwise, in the Customer Data other than those expressly specified in this Agreement. The Customer provides Customer Data to the Supplier

only to allow the Supplier to provide the Services and any ancillary or necessary services to Customer.

9.7   The Customer grants the Supplier a non-exclusive, non-transferable, non-sublicensable, irrevocable and perpetual 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 Confidential Information (as defined below) 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   Confidential Information means: (i) the fact that the parties are considering entering into the business, or that discussions are taking (or have taken) place concerning the business and the status of those negotiations; (ii) the existence and contents of this agreement; (iii) any information that would be regarded as confidential by a reasonable business person relating to: (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities; and (b) the operations, processes, product information, know-how, designs, trade secrets, technical information or software; (iv) any information related to the Services, Platform, Software and Documentation ; (v) any other information that is identified as being of a confidential or proprietary nature; and (vi) any information or analysis derived from (i)-(vi) above.

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

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

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

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

10.3.4   is independently developed by the receiving party, which can be demonstrated by written evidence; or

10.3.5   is trivial, obvious, or useless including but not limited to Customer's or Authorised User's interactions with the Platform, lab completions and clicks within the platform.

10.3.6   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, and to the extent that the disclosure is to its professional advisors.

11.   INDEMNITY

11.1   The Customer shall defend and indemnify 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) use of the Platform by the Customer and/or any Authorised User in breach of this Agreement; (ii) the Customer Data being in breach of clause 7; and (iii) in relation to Team Sim and Ranges only, any liability arising from the Customer's use of Third Party Tooling and/or the Customer's breach of clause 7.5, 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   The Supplier shall defend the Customer against any third-party claim that the Services or Documentation infringes any US, EU, or UK patent as of the Start Date or any copyright or US, EU 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 other Intellectual Property 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 any liability that cannot be limited by law, including but not limited to liability:

12.3.1   for death or personal injury, to the extent caused by 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 SALES OR BUSINESS OR OPPORTUNITY;

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   WASTED EXPENDITURE;

12.4.8   LOSS OR CORRUPTION OF DATA OR INFORMATION;

12.4.9   BUSINESS INTERUPTION; OR

12.4.10   ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES,

REGARDLESS OF WHETHER THE DAMAGES, CHARGES, EXPENSES OR OTHER LOSSES AT CLAUSES 12.4.1 TO 12.4.10 ARE FORESEEABLE OR IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBLITY OF THE SAME.

12.5   OTHER THAN IN RELATION TO ANY LIABILITY ARISING AS A RESULT OF (A) CLAUSE 12.3, (B) THE CUSTOMER'S OBLIGATION TO MAKE PAYMENT OF THE FEES, (C) LIABILITY UNDER THE INDEMNITY IN CLAUSE 11.1(IV), AND (D) USE OF THE SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS IN BREACH OF CLAUSE 9, , 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, INDEMNIFICATION 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 THE SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSSES THAT ARISE IN CONNECTION WITH CUSTOMER'S BREACH OF SECTION 4 (CUSTOMER RESPONSIBILITIES) OF THIS AGREEMENT.

12.7 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.

13. ANTI-BRIBERY AND CORRUPTION

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

13.1.1 it will comply with laws Anti-Bribery 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 that is prohibited by the preceding paragraph.

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

13.4 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 breach of this clause 13. A breach of this clause is a material breach for the purposes of clause 3.2.2.1.

14. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

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

14.2 The Customer represents and warrants that it has not 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. and UK 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 its 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 is a material breach for the purposes of clause 3.2.2.1.

16. GENERAL

16.1 **PUBLICITY:**

16.1.1 The Supplier may on one or more occasions reference the Customer and has a non-exclusive licence to use Customer's logo in advertisements, brochures, customer lists, presentations, financial reports, or other marketing, promotional or related materials provided that the Customer may, by written notice, withdraw such licence at any time.

16.1.2 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 (beyond the use of the Customer's logo in accordance with clause 16.1.1 above) publicising the relationship between the Supplier and the Customer created by this Agreement.

16.1.3 The Customer shall not use the Supplier's Group's name, trademarks, logos or mention the Supplier in any publication, press release or other marketing, promotional or related materials without the Supplier's prior written consent.

16.2 **ELECTRONIC COMMUNICATION:** The Supplier may e-mail you and Authorised Users 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. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Platform.

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 **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 Agreement. It is your responsibility to check our website for modifications. The date this Agreement was last modified is stated at the beginning of the Agreement.

16.5 **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.

16.6 **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.

16.7 **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.

16.8 **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.

16.9 **THIRD PARTIES:** Except for the Immersive Labs Group, 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.

16.10 **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, epidemic or pandemic, or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16.11 **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.

16.12 **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:

16.13 Notwithstanding clause 16.12, for the avoidance of doubt, Supplier enters into this Agreement on behalf of each member of the Immersive Labs Group.

16.14 **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

If Customer is domiciled in:	The Supplier entity entering into this Agreement is:	Notices should be addressed to:	Governing law is (without regards to its conflicts of law rules):	Courts with exclusive jurisdiction are:
Globally, other than North or South America or the DACH region	Immersive Labs Ltd, registered in England and Wales with company number 10553244	Legal team, Immersive Labs, The Programme, All Saints' St, Bristol, United Kingdom, BS1 2LZ	England and Wales	England and 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	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	Germany	Germany

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.

16.15 **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.

16.16 **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.

16.17 **RELATIONSHIP BETWEEN US:** Nothing this Agreement creates or will be deemed to create any agency or partnership or relationship of employer or employee between us.

16.18 **RESELLERS AND MANAGED SERVICE PROVIDERS:** The Customer may (at the Supplier's discretion) procure access to the Platform via a reseller, subject always to the terms of this Agreement.

16.18.1 Where both the reseller agreements (between the Supplier and the Reseller or the Reseller and the Customer (together the Reseller Agreements)) are in force, Clause 6 (*Fees and Payment*) of this Agreement shall not apply to Customer. The Customer shall be responsible for payment of the Services to the Reseller. The Reseller shall be responsible for the payment of Fees to the Supplier;

16.18.2 Where either of the Reseller Agreements terminates or expires (for whatever reason), then this Agreement shall apply in full in respect of the Services and/or access to the Platform and (without limitation) the Customer shall be responsible for payment of all Fees due to the Supplier in accordance with Clause 6 (Fees and Payment) of this Agreement;

16.18.3 The Supplier may (at its discretion) suspend or terminate some or all the Services or this Agreement if: (i) the Customer breaches the terms of its Reseller Agreement with the Reseller, or such Reseller Agreement terminates or expires; or (ii) the Reseller breaches the terms of the Reseller Agreement with the Supplier (including non-payment), or such Reseller Agreement terminates or expires.

16.19 If the Customer has purchased Services from a Reseller that the Customer has granted limited management access and control over the Customer's account to the Reseller (**Managed Service Provider**), the Customer:

16.19.1 confirms and authorises the Supplier on the Customer's behalf to grant the Managed Service Provider with such management access and control, which may include the ability for the Managed Service Provider to set objectives for the Customer and the Customer's Authorised Users, viewing user profiles and complete and incomplete labs and related information (**Management Functions**); and

16.19.2 agrees that the Supplier will not be liable to Customer or your Authorised Users or any other person for the Managed Service Provider's acts or omissions.

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:** Suppler 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.

17.1.2 **CALIFORNIA USERS AND RESIDENTS:** If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

17.2 **MIDDLE EAST AND NORTH AFRICA (MENA) CUSTOMERS AND USERS:** It shall be the Customer's sole responsibility to ensure that its business requirements including any legal requirements that might be imposed on the customer's business, operations, confidential information, personal data, or systems under MENA Data Laws or otherwise, are complied with and met. This includes obtaining and maintaining any necessary authority registrations, rights, consents, and permissions to enable the parties to perform their obligations under this Agreement. Supplier does not warrant or guarantee that the provision of services under this Agreement are in compliance with MENA Data Laws. The Customer understands that personal data of its users will be processed by the Supplier in the UK, USA, and Europe. The Customer acknowledges the Supplier's reliance on this clause and indemnifies the Supplier against all liabilities, costs, expenses, damages, and losses suffered or incurred by Supplier arising out of any non-compliance. In this Agreement, "**MENA Data** Laws" means all legislation and regulatory requirements in force from time to time relating to the use of personal data, the privacy and security of electronic communications and confidential information, the provision and receipt of cloud software services and any applicable provisions in the local laws to which the customer is subject which relate to the protection of individual's rights in their personal data and the protection of their privacy including but not limited to any regulations issued by the Saudi National Data Management Authority (**NDMO**) and the Personal Data Protection Law (**PDPL**).

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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.

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