

END USER LICENCE AGREEMENT – VR training platform

1. In order to use the VR training platform (“Platform”), you are required to adhere to the terms and conditions in this end user licence agreement (“Terms of Use”) between you (“you”, “your”) and The Moon Hub Limited (Company no. 10341057) whose registered office is at 14 East Bay Lane, Plexal, London, E20 3BS (“The Moon Hub Ltd”, “we”, “us”, “our”) and any applicable Framework Agreement between you and your employer where you are deemed an Authorised User. Any capitalised terms not otherwise defined in these Terms of Use are defined in the Framework Agreement. If you choose, or you are provided with a user identification code, login name, password or any other piece of information as part of our security procedures giving access to your account, you must treat such information as confidential, and you must not disclose it to any third party. User accounts are strictly personal and individual: it is not allowed to share a user account with other individuals. We have the right to disable any user identification code, login or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use. You are aware of, and acknowledge, the technical requirements for using the Platform as outlined in our quick-start guide. The Moon Hub Ltd will not be liable nor provide refunds for any limitations or errors caused by use of the Platform with other devices, software or operating system versions than those described in the technical requirements.

2. If you subscribe to the Platform on behalf of a business, you represent to The Moon Hub Ltd that you have the authority to bind that business and that your acceptance of this Agreement will be treated as acceptance by that business or that you are otherwise an Authorised User with a valid Usage Credit as defined in the applicable Framework Agreement.

3. Minors under the age of 13 are not permitted to use the Platform. If the laws of your country of residence permit, minor children may utilise the Platform, provided that their parent or legal guardian establishes the account, or the account is created with such parent or guardian’s approval. If you permit your minor child or legal ward to use the Platform, you hereby agree to these Terms of Use on behalf of both yourself and your child or legal guardian. You further agree that you are solely responsible for any and all use of the Platform by your child or legal ward regardless of whether such use was authorised by you.

4. As long as you comply with this Agreement, The Moon Hub Ltd grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Platform as it is intended to be used and in accordance with this Agreement and applicable law. The Moon Hub Ltd grants you no other rights, implied or otherwise.

5. You may not use the Platform to disseminate any unlawful or other objectionable material, or to harm others or the Platform itself. For example, you



must not: (i) use the Platform to harm, threaten, or harass another person, organisation, or The Moon Hub Ltd; (ii) damage, disable, overburden, or impair the Platform; (iii) resell or redistribute any part of the Platform or access to the Platform, including the sale or purchase of an Account and/or Usage Credits; (iv) use or attempt to use any unauthorized means to modify, reroute, or gain access to the Platform; (v) use any automated process or service (such as a bot, a spider, periodic caching of information stored by The Moon Hub Ltd, or meta-searching) to access or use the Platform, or to copy or scrape data from the Platform; or (vi) obtain (or try to obtain) any data or content from the Platform, except the data or content that we intend to make available to you.

6. You are responsible for backing up the user content (“User Content”) that you store on the Platform. We may permanently delete your User Content from the Platform if your access to the Platform is suspended or cancelled. We do not have any obligation to return User Content to you after your access to the Platform has been suspended or cancelled. If User Content is stored with an expiration date, we may also delete the User Content as of that date. User Content that is deleted may be irretrievable.

7. The Moon Hub Ltd may offer additional products (defined as scenarios or additional training material) and/or Professional Services which shall be subject to the terms of the Framework Agreement.

8. The quantity and nature of the products and/or Professional Services offered may vary in time: The Moon Hub Ltd reserves the right to add and withdraw products and/or Professional Services. Some of these products and/or Professional Services may be offered by The Moon Hub Ltd while others may be made available by other parties not affiliated with The Moon Hub Ltd (collectively, the “Third Party Sellers”). Some products and/or Professional Services may be made available to you at no charge, while other products and/or Professional Services may be purchased with Usage Credits or other means of payment.

9. You agree that The Moon Hub Ltd is not responsible for any product or professional service that originates from a source other than The Moon Hub Ltd. All matters concerning the products or professional services offered by Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any products or professional Services by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

Licenses, Subscriptions and Payment

10. You shall only use the Platform with a valid Usage Credit. Some functionalities and features of the Platform may be made available to you at no charge, while other features may be purchased (including but not limited to licenses, subscriptions, premium library items, etc

11. By providing The Moon Hub Ltd with a payment method, you (i) represent that you are authorised to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorise The Moon Hub Ltd to charge for the Usage Credits using your payment method.

12. For accounts that have been frozen longer than 3 months after cancellation of the subscription, The Moon Hub Ltd will remove all User Content you uploaded or created.

13. You must pay for all reasonable costs we incur to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs, in event of default.

Intellectual Property Rights

14. All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, multimedia, interactive features or other content, services or materials (or any part of them) accessible on the Platform ("Materials") are protected by copyright, trade marks, database rights and other intellectual property rights and are owned by or licensed to The Moon Hub Ltd or are otherwise used by The Moon Hub Ltd as permitted by applicable law or the Framework Agreement. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right to use the Materials other than as permitted in these Terms of Use. Unless you have permission from the creator or original content supplier, you agree not to download, cache, reproduce, modify, edit, alter or enhance any of the Materials, not to use them in other software applications or use them for other purposes than made possible by the Platform.

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16. By agreeing to use the Platform you agree to receive newsletters, alerts, promotional and other emails from The Moon Hub Ltd. You may unsubscribe from these mailing lists as required by law via the Platform.

Videos

17. The videos/scenarios provided by The Moon Hub Ltd on the Platform are subject to copyright and other intellectual property rights. You may only use such videos/scenarios as part of the Platform and if you are found to be copying, distributing or infringing on such intellectual property rights, immediate legal action will be taken.

Privacy and Security

18. We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy available here: <https://www.themoonhub.com/privacy-policy/>. You should review our Privacy Policy, which is incorporated into these Terms of Use by this reference, and you confirm that when using the Platform, you consent to your personal data being used and processed in accordance with our Privacy Policy.

Disclaimers of Warranty

19. PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES.

19.1 THE MOON HUB LTD DOES NOT WARRANT THAT THE FUNCTIONAL ASPECTS OF THE PLATFORM WILL BE ERROR FREE, OR THAT THE PLATFORM WILL BE CONSTANTLY AVAILABLE, OR AVAILABLE AT ALL, OR THAT TRANSMISSION OF DATA TO / FROM THE PLATFORM WILL OCCUR AT ANY MINIMUM SPEED OR THAT THE PLATFORM OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE MOON HUB LTD DOES NOT WARRANT OR REPRESENT THAT ANY CONTENT ASSOCIATED WITH OR USED IN CONNECTION WITH THE PLATFORM IS FACTUAL OR ERROR-FREE OR THAT THE USE OF SUCH MATERIAL WILL NOT INFRINGE RIGHTS OF THIRD PARTIES. THE MOON HUB LTD RESERVES THE RIGHT TO CORRECT ANY ERRORS ON IN THE PLATFORM.

19.2. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT EVERYTHING ASSOCIATED WITH THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE MOON HUB LTD MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MATERIAL CONTAINED ON THE PLATFORM OR RESULTS TO BE OBTAINED FROM USING THE PLATFORM. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE MOON HUB LTD DOES NOT MAKE ANY REPRESENTATION ABOUT THE QUALITY OF ANY PRODUCT, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH USE OF THE PLATFORM.

Limitation of Liability

20. You Expressly Understand And Agree That We And Our Affiliates Shall Not Be Liable For Any Direct, Indirect, Incidental, Special, Consequential, Exemplary Or Punitive Damages, Or Any Other Damages Whatsoever, Including But Not Limited To, Damages For Loss Of Profits, Goodwill, Use, Data Or Other Intangible Losses (Even If We Have Been Advised Of The Possibility Of Such Damages), Arising Out Of, Or Resulting From, (A) The Use Or The Inability To Use The Platform; (B) The Use Of Any Materials, User Content Or Other Material On The Platform Or Any Website Or Websites Linked To The Platform, (C) The Cost Of Procurement Of Substitute Goods And Services Resulting From Any Goods, Data, Information Or Services Purchased Or Obtained Or Messages Received Or Transactions Entered Into Through Or From The Platform; (D) Unauthorized Access To Or Alteration Of Your Transmissions Or Data; (E) Statements Or Conduct Of Any Third Party On The Platform; Or (F) Any Other Matter Relating To The Platform. In No Event Shall Our Total Liability To You For All Damages, Losses, And Causes Of Action (Whether In Contract, Tort (Including, But Not Limited To, Negligence), Or Otherwise) Exceed The Amount Paid By You, If Any, For Accessing The Platform, And In No Event Exceed Five Hundred British Pound Sterling (£500.00). If You Are Dissatisfied With Any Portion Of The Platform, Or With Any Of The Terms Of Use, Your Sole And Exclusive Remedy Is The Discontinuation Of Your Use Of The Platform. If Any Portion Of This Limitation Of Liability Is Found To Be Invalid, Liability Is Limited To The Fullest Extent Permitted By Law.

Indemnification

21. You hereby indemnify The Moon Hub Ltd and undertake to keep The Moon Hub Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Moon Hub Ltd to a third party in settlement of a claim or dispute on the advice of The Moon Hub Ltd's legal advisors) incurred or suffered by The Moon Hub Ltd arising out of any breach by you of any provision of these Terms of Use, or arising out of any claim that you have breached any provision of these Terms of Use.

Third Party Services

22. The Platform may contain links to or allow you to interact with and make use of other independent third-party websites, products or services ("Third-Party Services"). Access to Third-Party Services is provided solely as a convenience. Third-Party Services are not under The Moon Hub Ltd's control and The Moon Hub Ltd does not necessarily endorse the content, advertising, products, services or other materials on or available from such Third-Party Services. Your use of any Third-Party Services may be subject to the third-party provider's terms and conditions, intellectual property restrictions and privacy policy and may involve the disclosure or transfer of information from or about you to the third-party provider. You will need to make your own independent judgment regarding your use of and interaction with any Third-Party Services. You acknowledge and agree that The Moon Hub Ltd is not responsible for the availability of any Third-Party Services and that The Moon Hub Ltd shall not be responsible or liable, directly or

indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or interaction with any Third-Party Services.

Termination

23. The Moon Hub Ltd may at any time and without notice terminate your account in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under these Terms of Use. The Moon Hub Ltd may also suspend or terminate your access to the Platform and remove all User Content if you do not have a paying subscription and have not accessed it for twelve (12) or more consecutive months.

24. You may terminate your access to the Platform at any time, with or without cause. Upon any termination of your access to the Platform: (i) your account may be cancelled and closed or suspended and your user identification code and password shall be deactivated; (ii) all User Content purchased, created or uploaded by you shall be removed from the Platform; The Moon Hub Ltd may however continue to use those items for internal archival and/or reference purposes; (iii) you shall forfeit all right, title and interest in and to any and all Usage Credits; and (iv) The Moon Hub Ltd may permanently delete your User Content.

25. Cancellation of your account shall not relieve you or your employer of any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated.

Miscellaneous

26. All terms and conditions of these Terms of Use which are destined (whether expressed or not) to survive the duration or termination of the agreement between parties shall so survive.

27. These Terms of Use and the Framework Agreement constitute the final and complete expression of the parties' agreement and understanding with respect to the subject matter herein and supersedes all other prior agreements. In the event of conflict between these Terms of Use and the Framework Agreement, the Framework Agreement shall prevail.

28. Your use of the Platform does not give you any authority to act as an agent, legal representative or employee of The Moon Hub Ltd or of any third party with whom The Moon Hub Ltd has a relationship, and you agree not to represent that you are otherwise.

29. The Moon Hub Ltd may transfer, sub-contract or otherwise deal with The Moon Hub Ltd's rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

30. Should any of the provisions of these Terms of Use be determined to be null and void, invalid and/or otherwise unenforceable, this shall in no way affect the legality, validity and/or enforce-ability of the other provisions of these Terms of Use. Moreover, upon such determination of one or more provisions of these Terms of Use being, in whole or in part, void, invalid or unenforceable, the parties shall negotiate in good faith in order to replace the provision in question with a valid and enforceable provision which in its economic effect complies most with the void, invalid or unenforceable provision.

31. These Terms of Use and any renewal and/or modification thereof shall be governed by and construed in accordance with the laws of England and Wales. Any dispute or difference arising out of or in connection with these Terms of Use shall be the exclusive jurisdiction of the Courts of London.