

FRAMEWORK SOFTWARE AS A SERVICE SUBSCRIPTION TERMS

Recitals

- A. Moonhub provides VR training videos for use by human resources via software as a service and related professional services to develop the VR training videos.
- B. The Customer wishes to take and pay for Moonhub's services on a Usage Credit basis for a subscription period and to purchase related professional services under the terms of this Agreement.

1. Definitions

- 1.1. Any capitalised terms not otherwise defined in this Agreement shall have the meanings set forth in the definitions section set out in Schedule 1 which is attached and incorporated into this Agreement.

2. Structure and Ordering Process

- 2.1. This Framework Agreement establishes the contractual framework for the purchase and supply of Usage Credits for the Software as a Service and related Professional Services as requested by Customer in one or more Order Forms. The initial Order Form(s) agreed between Moonhub and Customer shall be the form set out in Schedule 2 and attached to this Framework Agreement or having the Framework Agreement incorporated by reference. Any additional Order Forms that Moonhub and Customer may agree shall be deemed to be subject to this Framework Agreement incorporated by reference. The terms of this Framework Agreement will apply to all Schedules (including the Order Forms), and all other schedules and/or documents issued under this Framework Agreement, unless expressly agreed otherwise in writing by the parties. In the event of any inconsistencies or conflict between the Framework Agreement and the Schedules, the order of precedence is: (i) the Framework Agreement; and (ii) the Schedule, except where any terms contained in an Order Form expressly state that such terms are to take precedence over the Framework Agreement terms.
- 2.2. The Customer will place its binding order for the Software as a Service and any Professional Services by completing and submitting to Moonhub a signed Order Form and the date specified as the effective date of the Order Form, or if no date is specified then the date of Customer's signature of the relevant Order Form shall be the date of the order ("**Order Date**").
- 2.3. Acceptance of the Order Form shall be deemed to occur on the date Moonhub countersigns the Order Form.
- 2.4. Any additional services required by Customer not set out in the Order Form shall be subject to a separate Order Form.

3. Software as a Service

- 3.1. Customer shall enter into Order Form(s) for the purchase of Usage Credits for the Software as a Service and Moonhub shall provide the Software as a Service during the Term in accordance with the terms set out in the Order Form and this Agreement.



- 3.2. Subject to payment of the applicable Usage Credit Fees, the restrictions set out in this clause 3 and the terms and conditions of this Agreement, the applicable Order Form and the EULA, Moonhub hereby grants to the Customer a non-exclusive, non-transferable right to use the Software as a Service and the Documentation in accordance with the Scope during the Term and solely for Customer's internal business operations.
- 3.3. In relation to the Authorised Users, Customer undertakes that (i) only Authorised Users located in the Territory will be given access to the Software as a Service; and (ii) the maximum number of Authorised Users that it grants access to and use of the Software as a Service and Documentation at any one time shall not exceed the number of Authorised Users set out under the Scope (if any).
- 3.4. Customer shall permit Moonhub to audit Customer's Use of the Software as a Service in order to establish that the use of the Software as a Service by Customer is in accordance with the Scope, including without limitation, within the permitted number of Authorised Users. Without prejudice to Moonhub's other rights, if any such audits reveal that the Software as a Service are being used by any individual who is not an Authorised User, Customer shall promptly disable such access.
- 3.5. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, Customer shall not and shall procure that its Authorised Users shall not:
 - 3.5.1. make alterations to, or modifications of, the whole or any part of the Software as a Service or Software, or permit the Software as a Service or Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.5.2. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software as a Service or Software or attempt to do any such thing;
 - 3.5.3. provide, commercially exploit or otherwise make available the Software as a Service, in any form to any person;
 - 3.5.4. access all or any part of the Software as a Service and Documentation in order to build a product or service which competes with the Software as a Service and/or the Documentation;
 - 3.5.5. use the Software as a Service and/or Documentation to provide services to third parties; or
 - 3.5.6. access or use the Software as a Service for any illegal activities.
- 3.6. To the extent the parties agree in the relevant Order Form that the licences to access and use the Software as a Service purchased by Customer extend to Customer's Associated Companies, this Agreement is entered into by Customer for and on behalf of itself and such Associated Companies as identified in the Order Form. Any such Associated Company of Customer shall be entitled to perform any of the obligations and exercise any of the rights of Customer under this Agreement, but only Customer shall be entitled to enforce the rights granted to Customer under this Agreement, for and on behalf of such Associated Companies. Any act or omission of any such Associated Company shall for the purpose of this Agreement be deemed to be an act or omission of Customer. Any loss, damage, liability, costs and expenses incurred by any such Associated Company in connection with this Agreement, shall be deemed to be incurred by the Customer.

4. Professional Services

- 4.1. Professional Services, if any, will be performed with due skill, care and ability in accordance with industry practice using appropriately trained personnel. Moonhub may subcontract the Professional Services in accordance with clause 15.6.
- 4.2. In the event of any deficiency in the Professional Services, Customer will give Moonhub a reasonable time period to correct the deficiency before exercising any of its other rights or remedies.
- 4.3. Moonhub shall:
 - 4.3.1. ensure that the Moonhub Manager has authority to bind Moonhub on all matters relating to the Professional Services (including agreeing to Changes);
 - 4.3.2. use its reasonable endeavours to meet any timeframes for delivery of the Professional Services set out in the Order Form.
- 4.4. The performance of the Professional Services is contingent on Customer:
 - 4.4.1. meeting any Dependencies;
 - 4.4.2. promptly responding to questions, making decisions and providing information and approvals as necessary for Moonhub to be able to provide the Professional Services;
 - 4.4.3. ensuring that appropriate representatives are reasonably available as required for consultation and guidance with respect to the supply of the Professional Services including, without limitation, making relevant personnel available to discuss and test any Deliverables; and
 - 4.4.4. allowing Moonhub such access to its facilities, equipment and data as is reasonably required to provide the Professional Services.
- 4.5. Customer shall ensure that:
 - 4.5.1. the Customer Manager has authority to bind the Customer on all matters relating to the Professional Services (including agreeing to Changes);
 - 4.5.2. any Customer Materials (including multimedia) provided for the purpose of the Professional Services are either Customer's property or are legally licensed to it and Customer warrants that the performance of the Professional Services will not put Customer in breach of any obligation it owes to any third party, including without limitation breaching any intellectual property rights of any third party.
- 4.6. If any Assumptions prove to be materially incorrect or Customer fails to comply with any of its obligations under this Agreement or the Order Form (including without limitation meeting any Dependencies) upon which the performance of the Professional Services is premised, Moonhub reserves the right to make a reasonable adjustment to the Professional Services Fees and/or delivery dates for any affected Professional Services.
- 4.7. Where applicable, the acceptance process for Deliverables shall be set out in the Order Form. Any acceptance tests and criteria shall be objective and based on agreed scenarios and agreed results with a view to demonstrating that the Deliverables materially conform to their specifications. Notwithstanding any acceptance process set out in the Order Form, Deliverables shall be deemed accepted by Customer upon the earlier to occur of:
 - 4.7.1. Customer providing written notice of acceptance;
 - 4.7.2. Customer's use of the Deliverable in a live or operational environment or manner otherwise consistent with acceptance of such Deliverables; or
 - 4.7.3. where Customer has objected to Deliverables during content production

- after a maximum of two (2) reasonable changes requested;
- 4.7.4. where no objection (which shall be in writing and accompanied by supporting reasons) is made in respect of such Deliverable within seven (7) days of delivery to the Customer.
- 4.8. Customer will act in good faith in carrying out any acceptance tests without undue delay and so as to permit Moonhub to meet any dates that may be impacted by a delay in such testing.
- 4.9. Unless stated otherwise in the Order Form, Moonhub will charge for Professional Services on a time and materials basis at its then current rates, such rates being calculated on the basis of an eight-hour day on a Business Day. For Professional Services provided outside those times, Moonhub's then current overtime rates will apply.
- 4.10. Any reasonable expenses incurred by Moonhub in connection with the Professional Services will be invoiced and payable in addition to the Professional Services Fees.
- 4.11. Either party may propose a Change, but no proposed Change shall come into effect until it has been documented in writing and agreed by the parties in accordance with clause 4.13.
- 4.12. If Moonhub requests a Change in order to comply with any applicable legal requirements the Customer shall not unreasonably withhold or delay consent to it.
- 4.13. If the parties agree to a Change, the Customer Manager and Moonhub Manager shall confirm their agreement to it in writing (which shall include confirmation via email) and such Change shall amend this Agreement.

5. Service Levels and Support Services

- 5.1. Moonhub will use commercially reasonable endeavours to provide the Software as a Service in accordance with the Service Levels set out in Schedule 3 to this Agreement.
- 5.2. Subject to Customer paying the Usage Credit Fees and having unexpired Usage Credits, Moonhub will provide Customer with Support Services for the Term.

6. Charges and Payment Terms

- 6.1. Customer shall pay to Moonhub the Fees in accordance with this clause 6 and the Order Form. If no fees are stated in the Order Form, then the fees stated in the Price List current as at the Order Date shall be payable.
- 6.2. Unless stated otherwise in the Order Form, the Professional Services Fees shall be invoiced by Moonhub in advance. Moonhub will invoice Customer all other Fees in accordance with the Order Form.
- 6.3. Moonhub may increase the Fees on giving not less than thirty (30) days' prior written notice to Customer of the increase and this Agreement shall be deemed amended accordingly.
- 6.4. All invoices shall be paid in the currency specified in the Order Form in full and without deduction. Unless otherwise agreed in the Order Form, invoices shall be paid within thirty (30) days of the date of the invoice. If Customer's internal processes

require a purchase order or purchase order number to be submitted with an invoice, Customer shall provide to Moonhub such purchase order and/or purchase order number with the signed Order Form. Payment of invoices shall not be delayed or withheld by Customer due to Customer's internal ordering processes or formalities, including the requirement and/or failure to provide a purchase order number.

- 6.5. The Usage Credit Fees and any other fees payable under this Agreement and the prices stated in the Price Lists, are in each case exclusive of any applicable VAT which shall be paid in addition at the relevant statutory rate.
- 6.6. Without prejudice to any other rights it may have, Moonhub shall be entitled to charge Customer interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on any overdue sums from the due date until the date of receipt of payment by Moonhub (inclusive).

7. Evaluation

- 7.1. Where Moonhub has agreed to Customer using the Software as a Service for an Evaluation, subject to Customer paying the Evaluation Usage Credit Fees (if applicable), Moonhub grants the Customer a non-exclusive, non-transferable right to use the Software as a Service in the Territory for the Evaluation during the Evaluation Period on the terms and conditions set out in this Framework Agreement and any additional terms set out in the relevant Order Form.
- 7.2. Unless stated otherwise in the Order Form, Evaluation Usage Credit Fees are payable in advance.
- 7.3. Moonhub shall have no liability of any kind in any circumstances whatever including without limitation negligence (except for death and personal injury caused by its negligence) to Customer in respect of the Evaluation of the Software as a Service and Moonhub gives no warranty of any kind respecting the Software as a Service in relation to the Evaluation. All statutory and implied warranties, terms and conditions are excluded in relation to the Evaluation of the Software as a Service to the full extent permitted by law.
- 7.4. Subject to clauses 14.2 to 14.10, the aggregate liability of Moonhub for or in respect of any loss or damage suffered by Customer (whether due to breach of contract, tort (including negligence) or otherwise) under or in connection with any Evaluation shall not exceed the greater of £1000 or the Evaluation Usage Credit Fees paid by Customer for such Evaluation.
- 7.5. Either Party may terminate the Evaluation at any time on giving written notice to the other, in which event Customer's access to the Software as a Service shall automatically terminate.

8. Customer Obligations

- 8.1. Customer shall:
 - 8.1.1. provide all necessary co-operation and information as may be reasonably required by Moonhub in order to provide the Software as a Service and Professional Services;
 - 8.1.2. and shall procure that its Authorised Users shall: (i) use the Software as a Service, Deliverables and Documentation in accordance with the terms and conditions of this Agreement; (ii) comply with all applicable laws and regulations with

- respect to its activities under this Agreement and its use of the Software as a Service, Deliverables and Documentation; (iii) only use the Software as a Service for lawful purposes; and (iv) conduct Customer's business with the highest of ethical standards and fairness. Customer shall be liable for any breach of this Agreement by its Authorised Users;
- 8.1.3. use all reasonable efforts to prevent any unauthorised access to, or use of, the Software as a Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Moonhub;
 - 8.1.4. be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating thereof of all Customer Materials. Moonhub shall not be liable for any errors or inaccuracies in any Customer Materials or any changes or modifications to any Customer Materials by Moonhub upon Customer's instructions;
 - 8.1.5. be responsible for complying with all applicable laws in relation to obtaining all necessary licenses and consents required to use Customer Materials, if any, and including without limitation those from the owners or licensees of any third party information) and as part of the Software as a Service and Customer warrants and represents that such licenses and consents have been obtained; and
 - 8.1.6. ensure that its hardware, software and equipment used in relation to the Software as a Service complies with any minimum specification requirements set out in the Documentation or otherwise advised by Moonhub in writing from time to time.
- 8.2. Customer shall not and shall procure that its Authorised Users shall not during the course of its use of the Software as a Service, upload, input, access, store, distribute or transmit any Viruses, nor any material, including without limitation Customer Data, that:
- 8.2.1. is Inappropriate Content;
 - 8.2.2. is unlawful (including breach of Intellectual Property Rights of any other party), harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 8.2.3. facilitates illegal activity; or is otherwise illegal or causes damage or injury to any person or property; and
- Moonhub reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any such material that breach the provisions of this clause; to (ii) remove any such content where, in Moonhub's sole and reasonable discretion, Moonhub suspects such content to be Inappropriate Content; and/or (iii) to terminate the Agreement for material breach in accordance with clause 12.5.1.
- 8.3. Customer agrees to defend, indemnify and hold harmless Moonhub and its Associated Companies from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with: (i) Customer's use of the Software as a Service in violation of this Agreement; and/or (ii) Customer Data.

9. Intellectual Property Rights

- 9.1. Subject to clause 9.2, all Intellectual Property Rights in the Moonhub Materials, Software, Documentation, Software as a Service, Deliverables (excluding the Customer Materials) and any materials developed under this Agreement and any Order Forms will remain vested in Moonhub (or its licensors). Except for Customer's right to use Moonhub Materials, Software, Documentation or Deliverables as expressly

granted under this Agreement and any Order Form, Customer will not acquire in any way any title, rights of ownership or Intellectual Property Rights of whatever nature in any Moonhub Materials, Software, Documentation, Software as a Service or Deliverables.

- 9.2. All Intellectual Property Rights in the Customer Materials will remain vested in Customer (and its licensors). Customer grants to Moonhub a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual, transferable, sublicensable licence to use, copy and modify the Customer Materials for the purpose of providing the Software as a Service and Professional Services to Customer, including, without limitation the right for Moonhub to use, host, transmit, display and create derivative works of the Customer Materials and Customer Data (i) in connection with the provision of the Software as a Service and Deliverables to Customer; (ii) for the purposes of improving and/or developing the Software as a Service; and to transfer Deliverables and Customer Data to any third parties used by Moonhub in connection with the provision of the Software as a Service.
- 9.3. Customer acknowledges and agrees that, subject to Moonhub's obligations under clause 13, Moonhub may monitor and collect data regarding Customer's and Authorised Users' use of the Software as a Service and may use any such data for the purposes of providing its services to its customers (including improving and/or developing the services) provided that any such data shall be anonymised. This right shall survive any termination of this Agreement or any Order Form.
- 9.4. Subject to the next sentence, Moonhub grants to Customer a fully-paid up, worldwide, non-exclusive, non-transferable, royalty-free licence during the term of this Agreement, to host, copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Software as a Service, Professional Services and the Deliverables in its business. Software modifications, configurations or enhancements are subject to the applicable licensing terms for the Software under this Agreement. Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 9.4.
- 9.5. Moonhub grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or works of art or architecture or other forms of intellectual property represented in any Deliverables. While Moonhub have made reasonable efforts to ensure that clearances are obtained (including model or property releases) with respect to Deliverables, Moonhub shall not be liable for damages resulting from the use of any Deliverables without such releases, but shall support Customer in obtaining copies of such clearances upon request.
- 9.6. Customer undertakes at its own expense to defend Moonhub or, at its option, settle any claim or action brought against Moonhub alleging that receipt or authorised use of the Customer Materials (or any part thereof) in the performance of this Agreement by Moonhub infringes the Intellectual Property Rights of a third party ("**Customer Infringement Claim**") and shall be responsible for any damages awarded against Moonhub or agreed upon in settlement by Customer as a result of or in connection with any such Customer Infringement Claim.
- 9.7. Nothing in this Agreement or any Order Form shall be construed so as to prevent Moonhub from using techniques, ideas and other know-how gained during the performance of this Agreement in the furtherance of its own business to the extent that such use does not result in a disclosure of Confidential Information in breach of

this Agreement.

10. Customer Data

- 10.1. Customer shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of the Customer Data; and (ii) the completeness, reliability, accuracy and quality of the Customer Data.
- 10.2. Moonhub shall follow its archiving procedures for Customer Data in accordance with reasonable industry standards. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Moonhub to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Moonhub or its third party suppliers in accordance with the applicable archiving procedure. Moonhub shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub-contracted by Moonhub to perform services related to Customer Data maintenance and back-up).
- 10.3. Customer acknowledges that Moonhub is not obliged to edit Customer Data (including third party information). However, Moonhub reserves the right to remove any Customer Data (or third party information) which Moonhub reasonably believes breaches any laws or regulations or any third party's rights or this Agreement and/or is deemed Inappropriate Content. Moonhub will notify Customer if it removes any Customer Data (or third party information) in accordance with this clause. To the extent permitted by law, Moonhub disclaims all liability of any kind in respect of third party products, services, information and any other material or services which can be accessed using the Software as a Service. Moonhub expressly disclaims all liability for any fraud committed in connection with the Software as a Service (other than by Moonhub). Moonhub may also delete Customer Data in the event the Customer has not paid for any Usage Credits for over two (2) years.

11. Software as a Service Warranty

- 11.1. Moonhub warrants that the Software as a Service will be performed substantially in accordance with the Documentation and with reasonable skill and care for the Term.
- 11.2. The warranty provided in clause 11.1 shall not apply to the extent of any non-conformance which is caused by:
 - 11.2.1. Customer's use of the Software as a Service contrary to Moonhub's instructions, the Documentation or otherwise in breach of this Agreement; or
 - 11.2.2. modification or alteration of the Software as a Service by any party other than Moonhub or Moonhub's duly authorised contractors or agents.
- 11.3. If the Software as a Service does not conform with the warranty provided in clause 11.1, Moonhub will, at its expense, use commercially reasonable efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. This clause sets out the Customer's sole remedy and Moonhub's entire liability for breach of clause 11.1. Notwithstanding the foregoing, Moonhub:

- 11.3.1. does not warrant that Customer's use of the Software as a Service will be uninterrupted or error-free, or that the Software as a Service, Documentation and/or the information obtained by Customer through the Software as a Service will meet Customer's requirements;
 - 11.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from Customer's access to and use of the Software as a Service and/or third party applications or the transfer of data over communications networks and facilities, including the Internet, and Customer acknowledges that the Software as a Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - 11.3.3. is not responsible for any Virus which was not detected by Moonhub using reasonable current commercial methods of detection or transmitted through any third party services;
 - 11.3.4. nor its suppliers or third-party service providers or software vendors, shall have any liability whatsoever for the accuracy, completeness, or timeliness of Customer Data, or for any decision made or action taken by Customer, any Authorised User, or any third party in reliance upon any Customer Data.
- 11.4. Except as expressly provided for in this clause 11, Moonhub (and its Associated Companies and suppliers) to the extent permitted by law, disclaims all other warranties, express, implied or statutory, including without limitation warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a particular purpose or use, and satisfactory quality, and non-infringement.
- 11.5. This Agreement shall not prevent Moonhub from 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.
- 11.6. For the avoidance of doubt, the VR Hardware is supplied by a third party vendor directly to Customer and Moonhub provides no warranty with respect to the provision of such VR Hardware.

12. Term and Termination

- 12.1. This Framework Agreement shall commence on the Effective Date and continue indefinitely or for the period set out in the Order Form until either party gives at least three (3) months written notice to the other party to terminate it ("**Term**").
- 12.2. Any expiration or termination of this Framework Agreement will be without prejudice to any accepted Order Forms which shall continue in full force unless terminated in whole or in part in accordance with this clause 12.
- 12.3. On expiration or termination of this Framework Agreement for any reason, Customer shall:
- 12.3.1. promptly pay all unpaid amounts due under this Framework Agreement up until the date of expiration or termination; and
 - 12.3.2. return to Moonhub any materials of Moonhub including without limitation all Moonhub Confidential Information, except any Moonhub Materials which continue to be validly licensed under an accepted Order Form, where the relevant Order Form has not been terminated.
- 12.4. Moonhub may terminate an Order Form at any time upon written notice if:
- 12.4.1. Customer is in material breach of its obligations under this Agreement, and in

- the case of a breach which is capable of remedy, Customer fails to remedy such breach within thirty (30) days following notice of the breach; or
- 12.4.2. Customer has a receiver or administrative receiver appointed of it or any of its assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Customer shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 12.5. For the avoidance of doubt, a material breach under clause 12.5.1 includes, without limitation, Customer's failure to pay the Usage Credit Fees, Professional Services Fees or Customer's breach of clause 13 (Confidentiality), including allowing unauthorised persons to gain access to the Software.
- 12.6. On expiration or termination of an Order Form for any reason, all rights of use granted to the Customer under the Order Form shall cease and Customer shall particularly:
- 12.6.1. within five (5) Business Days pay all Usage Credit Fees and Professional Services due to Moonhub up to the date of expiration or termination of the Order Form;
- 12.6.2. immediately cease all use of the Software as a Service subscribed under the Order Form and all Deliverables;
- 12.6.3. promptly return to Moonhub all Moonhub Materials and all Moonhub Confidential Information.
- 12.7. In addition to those provisions which by their nature are intended to survive any termination of this Agreement or any Order Form, clauses 1, 3.5, 6, 7, 9, 10, 12, 13, 14, and 16 of this Framework Agreement shall survive such termination or expiration of this Agreement.

13. Confidentiality

- 13.1. Except as permitted by clause 13.2, each party undertakes that it shall not at any time during the Term and for a period of five years after termination or expiration of this Agreement disclose to any third party any confidential information disclosed to it by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure ; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure ("**Confidential Information**"). Moonhub Confidential Information includes without limitation the Software, Documentation, Software as a Service, Moonhub Materials, Customer's commercial terms/pricing, and the results of any performance test of the Software as a Service. Each party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised under this Agreement. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilises to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or

suspected misuse, misappropriation or unauthorised disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

- 13.2. Each party and its Associated Companies may disclose the other party's Confidential Information to its employees, officers, agents, consultants, sub-contractors and professional advisers ("**Representatives**") who need to know such information for the purposes of carrying out the Software as a Service, Professional Services or the obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 13; and as may be required by law, court order or any governmental or regulatory authority. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause.
- 13.3. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party or are to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- 13.4. Notwithstanding the foregoing, the receiving party shall have no liability to the disclosing party with regard to any Confidential Information which the receiving party can prove:
- 13.4.1. was in or has entered the public domain at the time it was disclosed through no fault of the receiving party;
 - 13.4.2. was known to the receiving party, without restriction, at the time of disclosure;
 - 13.4.3. is disclosed with the prior written approval of the disclosing party;
 - 13.4.4. was independently developed by the receiving party without any use of the Confidential Information;
 - 13.4.5. becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or
 - 13.4.6. is disclosed pursuant to an order of a court or other governmental or regulatory body; provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure

14. Limitation of Liability

- 14.1. Subject to clause 7.4 and clauses 14.3 to 14.10, the aggregate liability of Moonhub for or in respect of any loss or damage suffered by Customer (whether due to breach of contract, tort (including negligence) or otherwise) under or in connection with this Agreement shall not exceed the total Usage Credit Fees and Professional Services Fees paid by Customer during the twelve (12) months immediately preceding the date on which the claim arose.
- 14.2. The exclusions in this clause 14 shall apply to the fullest extent permissible at law but Moonhub does not exclude liability for death or personal injury caused by the negligence of the Moonhub, its officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which cannot be excluded by law.
- 14.3. Subject to clause 14.2, Moonhub shall have no liability for any special, indirect or

consequential losses or damages of any kind which may be suffered by the Customer (or any person claiming under or through the Customer) in connection with this Agreement or for loss of profits, anticipated savings, business opportunity, goodwill, or data (including corruption of or damage to data) whether or not such losses or damages are foreseeable; and whether the same arise in contract, tort (including negligence) or otherwise. Moonhub accepts no liability for failure to maintain any level of availability of the Software as a Service other than where it is in breach of its obligations under this Agreement.

- 14.4. In addition to the other exclusions set out in this clause 14 Moonhub has no liability:
- 14.4.1. for any third party products including VR Hardware, or services accessed and/or used by Customer through the Software as a Service;
 - 14.4.2. where any failure to provide the Software as a Service or Professional Services is caused by a network, hardware or software fault in equipment which is not under the control of Moonhub;
 - 14.4.3. any act or omission of Customer;
 - 14.4.4. use of the Software as a Service or Deliverables in breach of this Agreement; or
 - 14.4.5. any unauthorised access to the Software as a Service including a malicious security breach.
- 14.5. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be as set out in clause 10.2.
- 14.6. Customer assumes sole responsibility for results obtained from the use of the Software as a Service, the Deliverables, and the Documentation by Customer, and for conclusions drawn from such use. Moonhub shall have no liability for any damage caused by errors or omissions in any information, data or instructions provided to Moonhub by Customer in connection with the Software as a Service or any actions taken by Moonhub at Customer's direction.
- 14.7. Moonhub does not and cannot control the flow of data to or from the network where the Software as a Service reside and other portions of the Internet including denial of service attacks (an attack which send a flood of incoming messages to the target system forcing the system to shut down, thereby denying service to legitimate users). Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Moonhub cannot guarantee that such events will not occur. Accordingly, Moonhub, its Associated Companies, suppliers and subcontractors, if any, disclaim any and all liability resulting from or related to such events and Customer shall have no claim in respect thereof.
- 14.8. Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or, if it did rely on any representations (whether written or oral) not expressly set out in this Agreement, that it shall have no remedy in respect of such representations and (in either case) Moonhub shall have no liability otherwise than in accordance with the express terms of this Agreement. Moonhub shall have no liability for any losses or damages caused by Customer's delay or failure to timely provide any required information or to fulfil its obligations under this Agreement.
- 14.9. Moonhub shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the 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 Moonhub or any other party), failure of a utility service or transport 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 or default of suppliers or sub-contractors.

- 14.10. Moonhub may, without prejudice to any other rights it may have, set off any liability of the Customer to Moonhub against any liability of Moonhub to the Customer.

15. Data Protection

- 15.1. Each party shall, in connection with the exercise of its rights and the performance of its obligations under this Agreement, comply with all Applicable Data Protection Laws and regulations. Moonhub acknowledges that the Customer is acting as a data controller in respect of any Customer Data which contains personal data. To the extent that Moonhub has access to and/or processes any such personal data in the provision of the Services, Moonhub shall:
- 15.1.1. have in place appropriate technical and organisational measures to ensure an appropriate level of security for the processing of such personal data and to protect such personal data against unauthorised or unlawful processing or accidental loss, destruction or damage;
 - 15.1.2. preserve the integrity of such personal data contained within the Customer Data and to prevent the loss or corruption of the personal data of Customer;
 - 15.1.3. only process such personal data in accordance with the written instructions and directions of the Customer and not for its own purpose ensure that anyone in its organisation processing data is subject to the same duties of confidence as set out in clause 13;
 - 15.1.4. notify Customer if it becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's data (a Security Incident) and provide sufficient detail of the Security Incident for Customer to take action to remedy the Security Incident;
 - 15.1.5. provide such reasonable assistance and information to the Customer as it may reasonably require to allow the Customer to comply with its obligations under the Applicable Data Protection Laws;
 - 15.1.6. upon termination of this Agreement at the direction of Customer either return to Customer or securely destroy such data and delete any copies;
 - 15.1.7. allow Customer and its auditors, at its own cost and upon reasonable prior written notice, to conduct audits or inspections during the Term and for 12 months thereafter, in connection with the processing of any such data to ensure any data processing is in accordance with Applicable Data Protection Laws; and
 - 15.1.8. not transmit any such data or otherwise process it outside the EEA without the prior written consent of Customer.
- 15.2. Customer understands and agrees that Moonhub may engage third parties (sub-processors) to process their personal data provided that:
- 15.2.1. each sub-processor is subject to appropriate data protection terms that require it to protect Customer's personal data to the standard required by Applicable Data Protection Laws; and
 - 15.2.2. Moonhub remain liable for any breach of the Agreement that is caused by an act, error or omission of any of its sub-processors.

- 15.3. Customer further understand and agrees that Moonhub may keep Customer's personal data on devices and technology systems after termination of the Agreement until Customer asks in writing for it to be deleted or removed. In which case Moonhub will do so to the extent reasonably practicable, or unless Moonhub are required to keep it by law or have a legitimate interest to keep it, for example, for liability and/or insurance purposes.
- 15.4. For the purposes of this clause 9 the terms "data controller", "personal data", "process" and "processing" shall have the meaning set out in the Applicable Data Protection Laws.

16. General

- 16.1. Marketing. Customer agrees that Moonhub and its Associated Companies may publish Customer's name and logo in its customer lists, and promotional, marketing and investment materials, in any media. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time. Customer will co-operate with Moonhub in producing any press releases or case studies regarding the supply of the Software as a Service to Customer and in providing references for Moonhub (including taking reference calls from potential customers).
- 16.2. Entire Agreement. This Agreement together with its Schedules sets out the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to its subject matter. Unless otherwise expressly agreed in writing this Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by the Customer in connection with this Agreement shall not be binding on Moonhub. In entering into this Agreement each party acknowledges and agrees that it has not relied on any representations made by the other. Any such representations are excluded. Nothing in this clause shall limit liability for any representations made fraudulently.
- 16.3. Warranty of Authority. Each party represents and warrants to the other that it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its organisation, and has the requisite power and authority to execute, deliver and perform its obligations under this Agreement. Each party represents and warrants to the other that this Agreement has been duly authorised, executed and delivered by such party and constitutes a valid and binding obligations of such party enforceable against such party according to its terms.
- 16.4. Governing Law and Jurisdiction. This Agreement (including its Schedules) and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
- 16.5. Third Party Rights. A person who is not a party to this Agreement has no rights to enforce, or to enjoy the benefit of, any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under this Agreement.

- 16.6. Subcontracting and Assignment. Moonhub may at any time involve any of its Associated Companies, successors or assigns as subcontractors under the Agreement. Moonhub may, at any time by notice in writing to the Customer, assign or otherwise transfer its rights and obligations under this Agreement to any of its Associated Companies, successors or assigns. Moonhub shall have the right to sub-contract any of its obligations hereunder to a third party, provided that Moonhub shall continue to remain responsible for the performance of such obligations. Any attempted assignment, sub-contracting or other transfer in violation of this Agreement shall be null and void.
- 16.7. Notices. All notices to be given under this Agreement shall be given in English via email to the email address of the other Party set out below:
To Moonhub: moonbase@themoonhub.com
To Customer: [insert email address]
Each notice shall be deemed to have been given and received on the next day after it was sent.
- 16.8. Variations. Save as otherwise expressly stated in this Agreement, this Agreement may only be modified or varied in writing executed by duly authorised representatives of both parties.
- 16.9. Independent Contractor. The parties to this Agreement are independent contractors. Customer bears all risk and cost of operating its own business, including risk of loss. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind or employment relationship between the parties, not constitute any party an employee or agent of another party for any purpose. No party shall have authority to act as employee or agent for, or to bind, the other party in any way.
- 16.10. Severability. Should parts of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of this Agreement, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The headings are for convenience and shall not be used to construe this Agreement.

17. List of Schedules

- 17.1. Schedule 1 – Definitions
- 17.2. Schedule 2 – Order Form(s)
- 17.3. Schedule 3 – SLA

SCHEDULE 1 Definitions

The following definitions apply to the Framework Agreement and its Schedules (including the Order Form(s) attached as Schedules)). Any capitalised terms not otherwise defined in the Framework Agreement or its Schedules shall have the meanings set forth below:

1. **Applicable Data Protection Laws:** the Data Protection Act 2018 and as amended; and the General Data Protection Regulation (EU) 2016/679.
2. **Associated Companies:** an entity that is directly or indirectly controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty per cent (50%) of the voting power to elect directors of the entity, or (ii) greater than fifty per cent (50%) of the ownership interest in the entity;
3. **Assumptions:** the assumptions, if any, upon which the Professional Services are premised as set out in the Order Form;
4. **Authorised Users:** those employees, agents and independent contractors of Customer who are authorised by Customer to access and use the Software as a Service via Usage Credits;
5. **Business Hours:** 08:00hrs (GMT/BST) to 18:00hrs (GMT/BST) on Business Days;
6. **Business Days:** Mondays to Fridays except for statutory public holidays in England;
7. **Change:** a change to the scope or execution of the Professional Services (including any associated amendment to the Fees and/or the timetable for delivery of the Professional Services) as agreed pursuant to clause 4.13 of this Agreement;
8. **Customer Data:** the (i) data and information provided by Customer to Moonhub and/or inputted, uploaded and/or shared by Customer, Authorised Users or Moonhub on Customer's behalf, for the purpose of using the Software as a Service or facilitating Customer's use of the Software as a Service, including Customer Materials; or (ii) data collected and processed by or for Customer through Customer's use of the Software as a Service including Deliverables, but excluding Moonhub Materials;
9. **Customer Manager:** the individual identified as such in the Order Form, being the person responsible for managing the Professional Services on behalf of the Customer;
10. **Customer Materials:** all documents, materials, information, data (including Customer Data), Customer pre-existing Intellectual Property Rights, Customer trade marks and logos, and proprietary software supplied by Customer to Moonhub, including Deliverables produced using such Customer Materials (but excluding the Software and Documentation and any Moonhub Materials);
11. **Deliverables:** all documents, reports, programs or other items set out in an Order Form for delivery to Customer as a result of the performance of the

Professional Services, including but not limited to VR videos to be accessed by Customer via Platform;

12. **Dependencies:** Customer's obligations set out in the applicable Order Form on which the performance of the Professional Services is dependent;
13. **Documentation:** the then current document(s) made available to Customer by Moonhub which set out a description of the Software as a Service and the user instructions for the Software as a Service, as updated from time to time by Moonhub;
14. **Effective Date:** the date this Agreement takes effect, which is the date specified at the top of the first page of the Framework Agreement and if no date is specified then on the Order Date of the initial Order Form;
15. **EULA:** the end user licence agreement for the Authorised Users use the Software as a Service via VR Hardware, (<https://docs.google.com/document/d/1la5s0SEuX4IamVnEIQbIF-2mdl449vHlmiU0aq09GHg/edit?usp=sharing>)
16. **Evaluation Usage Credit Fees:** the fee payable for Usage Credits by Customer for the use of the Software as a Service during the Evaluation, as set out in the relevant Order Form(s);
17. **Evaluation:** means an internal evaluation of the Software as a Service by the Customer to determine whether it wishes to purchase a Subscription from Moonhub;
18. **Evaluation Period:** the period during which the Customer is entitled to use the Software for the Evaluation as set out in the Order Form;
19. **Fees:** any fees with respect to Usage Credits purchased under the Order Form including, without limitation, the Subscription Fee and Professional Services Fees;
20. **Moonhub Manager:** the individual identified as such in the Order Form, being the person responsible for managing the Professional Services on behalf of Moonhub;
21. **Moonhub Materials:** any, video, multimedia, documents, materials, information or data provided by Moonhub to Customer as part of the Software as a Service, excluding Customer Materials and Deliverables generated via the Professional Services;
22. **Inappropriate Content:** content which is (i) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory on the grounds of race, gender, colour, religious belief, sexual orientation, disability or any other illegal activity; or (vi) causes damage or injury to any person or property;
23. **Initial Term:** the initial period for which the Subscription is granted by Moonhub to Customer under the Framework Agreement as set out in the relevant Order Form(s);

24. **Intellectual Property Rights:** intellectual property rights including without limitation rights in patents, trade marks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;
25. **Open Source Software:** open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).
26. **Order Date:** has the meaning given in clause 2.2 of the Framework Agreement;
27. **Order Form:** the relevant Moonhub fully executed Order Form as may be supplemented by additional Order Form(s) from time to time and which are attached and incorporated herein as Schedule 2 to the Framework Agreement;
28. **Platform:** means the Moonhub platform upon which the Software as a Service and Customer Data and Deliverables are hosted;
29. **Price List:** Moonhub's then current price lists for Software as a Service and Professional Services;
30. **Professional Services:** the professional services Moonhub has agreed to supply Customer under an Order Form (as amended by any Changes);
31. **Professional Services Fees:** Moonhub's fees for the Professional Services as set out in the Order Form (as amended by any Changes);
32. **Representatives:** has the meaning give in clause 13.2 of the Framework Agreement;
33. **Schedule:** means a schedule to this Framework Agreement including its appendices;
34. **Scope:** the limitations of Customer's and the Authorised Users' use of the Software as a Service and the Software as set out in applicable Order Form, including without limitation the number of permitted Authorised Users and the Territory where Authorised Users are permitted to access the Software as a Service from;
35. **Service Level:** means the service level for the Software as a Service as set out in the Support Policy;
36. **Software:** any and all Moonhub Software products or modules (including third party embedded software) developed by or for Moonhub or any of its Associated Companies which is accessed by Customer as part of the Software as a Service and as set out in the Order Form(s);
37. **Software as a Service:** the access to and use of the Software as a service through the Internet, including access to the Platform for such Software as a service, as further described in the Documentation;

38. **Subscription:** a subscription for Usage Credits purchased by Customer under an Order Form which entitles Customer to access and use the Software as a Service and Documentation in accordance the Scope and this Agreement;
39. **Usage Credit Fee:** the fee payable by the Customer for Usage Credits for Customer's and its Authorised Users' use of the Software as a Service, as set out in the relevant Order Form(s);
40. **Service Levels:** the service levels with respect to the Software as a Service offered by Moonhub as described in Schedule 3;
41. **Support Services:** the provision of technical advice and assistance on the Software to Customer by Moonhub via the customer contact set out in the relevant Order Form;
42. **Term:** has the meaning given in clause 12.4 of the Framework Agreement as set out in the Order Form;
43. **Territory:** the territory set out in the relevant Order Form;
44. **Usage Credits:** the usage credits purchased by a Customer in order to allow access to the Software as a Services, as set out in the relevant Order Form, provided that Usage Credits will expire within 12 months of purchase if unused;
45. **VAT:** value added tax chargeable under applicable law for the time being and any similar additional tax; and
46. **Virus:** any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.
47. **VR Hardware:** the VR hardware supplied by a third party vendor to Customer for accessing the Software and Software as a Service.