

**SimSage (UK) Limited
End User Licence Agreement**

This end user licence agreement (“**EULA**”) is a legal agreement between the Customer (as defined below) and SimSage (UK) Limited, a company registered in England and Wales with company number 11936581, whose registered office is at C Space, 5-7 The Crescent, Newquay, Cornwall, England, TR7 1DT (“**SimSage**”) which governs the Customer’s use of a website search system that is provided remotely via the internet (“**SimSage System**”), which includes a software component known as SimSage (together with all updates and new releases issued from time to time) (“**Software**”) and electronic and physical technical documentation (“**Documentation**”).

The Software and the SimSage System is intended for business use only and the Customer agrees that it is acting in the course of business when entering into this EULA.

IMPORTANT NOTICE:

By clicking the “Accept” button, the Customer, and its employees, agents and contractors (the “**users**”), confirms that it has read and agrees to the terms of this EULA. This EULA includes, in particular, limitations on liability in clause 0.

If the Customer (or the users) does not agree to the terms of this EULA, SimSage will prevent the Customer and the users from accessing and using the Software and the Documentation.

AGREED TERMS

1. DEFINITIONS

- a. The definitions and rules of interpretation in this clause apply in this EULA, unless the context requires otherwise:

“**Business Day**” a day (other than a Saturday, Sunday, or a nationwide public holiday in England) when banks in London are open for business.

“**Confidential Information**” means any and all information (whether that information is oral, written or embodied in any other physical or electronic form) which is obtained directly or indirectly from the other party under or in connection with this EULA, and which is marked or stated to be confidential or which by its nature is reasonably intended to be confidential, including commercial or technical know-how, technology, information pertaining to business operations and strategies and (in the case of SimSage’s Confidential Information) information relating to the Documentation or the Software or any of its constituent parts.

“**Control**” has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

“**Customer**” means the party who purchases the licence to use the Software, the Documentation and the SimSage System from SimSage and is identified in the Order.

“**Customer Data**” means all text, information, data, software, images, in whatever medium or form that is supplied to SimSage by, or on behalf of the Customer, or which SimSage is required to process in accordance with this EULA (including any data processed in conjunction with the use of the Software).

“**Customer Trade Marks**” means the customer’s trade marks identified on the Order which will be used by SimSage in accordance with clause 9.d.

“**Data and/or Query Limit**” means the amount of data and queries which will be processed by the Software (in accordance with the Licence Fees paid by the Customer) which is set out on the Order Confirmation.

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”);

the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Insolvency Event” means in respect of a party:

- i. the party is, becomes, or is deemed by applicable legislation or a competent court having proper jurisdiction to be insolvent or liquidated;
- ii. the party goes into receivership or has an administrator, receiver, trustee and/or manager (including a statutory manager) appointed in respect of it or all or any of its property;
- iii. any resolution is passed or proceedings are commenced for its liquidation;
- iv. the party suspends or threatens generally the suspension of the payment of its debts or is unable to pay its debts as they fall due;
- v. the party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- vi. in relation to the Customer only, its financial position deteriorates to such an extent that in SimSage’s opinion, its capability to adequately fulfil its obligations under this EULA has been put in jeopardy.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

“Licence Fees” means the fees payable by the Customer to SimSage in respect of its use of the Software and the Documentation, as set out in the Order.

“Licence Key” means a security key and/or activation code for the Software provided by SimSage.

“Licence Term” means the period until this EULA is terminated in accordance with clause 14.

“Normal Business Hours” means 9.00 am to 5.00 pm local UK time, each Business Day.

“Order” means the Customer’s order for a licence to use the Software and the Documentation which is specified by the Customer during sign-up process on SimSage’s Websites.

“Order Confirmation” means the written order confirmation issued by SimSage to the Customer by email.

“SimSage’s Websites” means the websites operated by SimSage which are currently located at <https://simsage.co.uk> and <https://simsage.ai>.

“Territory” means the United Kingdom of Great Britain and Northern Ireland, unless SimSage has agreed otherwise in writing.

- b. Clause and other headings are for ease of reference only and do not affect the interpretation of this EULA.
- c. The Schedules form part of this EULA and shall have effect as if set out in full in the body of this EULA. Any reference to this EULA includes the Schedules.
- d. Words importing the singular include the plural and vice versa.
- e. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- f. A reference to:
 - i. a party includes that party’s permitted assigns;
 - ii. a person includes a body corporate, unincorporated association or a partnership;
 - iii. £ or pounds is a reference to the currency of the United Kingdom of Great Britain and Northern Ireland;

- iv. personnel includes officers, employees and contractors;
- v. a statute statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision; and
- vi. a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. **CONTRACT FORMATION PROCESS**

- a. The Order constitutes an offer by the Customer to purchase a licence to use the Software and the Documentation in accordance with this EULA. The Order shall only be deemed to be accepted when SimSage issues an Order Confirmation at which point and on which date the EULA shall come into existence (“**Commencement Date**”). For the avoidance of doubt, the Licence Key will be set out in the Order Confirmation.
- b. Each party warrants that it has the power and authority to enter into this EULA.

3. **LICENCE**

- a. In consideration of the Customer agreeing to abide by the terms of this EULA, SimSage grants to the Customer, and the users, a non-transferable, non-exclusive licence to use the Software, the Documentation and the SimSage System in the Territory for the Licence Term in accordance with the Data and/or Query Limit.
- b. The Customer shall only possess and use a single copy of the Software for each Licence Key provided by SimSage.
- c. The Customer is responsible for ensuring that the Licence Key is kept confidential.
- d. The Customer shall not access, store, distribute or transmit any viruses during its use of the Software or SimSage System.
- e. The Customer shall:
 - i. not use the Software unless a valid License Key has been provided to it by SimSage; and
 - ii. only use the Software for its internal business purposes, except where an alternative purpose or purposes has been agreed in writing by SimSage.

4. **RESTRICTIONS**

- a. The Customer acknowledges that the Software contains valuable trade secrets of SimSage. The Customer shall not, except as expressly set out in this EULA or as permitted by law:
 - i. make or distribute copies of the Software;
 - ii. duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Software and/or the Documentation (as applicable) in any form or media or by any means;
 - iii. decompile, disassemble, reverse engineer or otherwise attempt to derive the Software reduce to human-perceivable form;
 - iv. sell, rent, lease, licence, sublicense, display, time share, grant a security interest over, outsource or otherwise transfer the Software or the Documentation to, or permit the use of the Software or the Documentation by, any third party;
 - v. modify, adapt or translate the Software, or merge all or any part of it with any other Software or source code without SimSage’s prior written consent;
 - vi. access all or any part of the Software, the Documentation or the SimSage System in order to build a product or service which competes with the Software and/or the Documentation; and
 - vii. copy, interfere with, modify, disassemble or reverse engineer the Licence Key and must not attempt to work around, re-create or circumvent the Licence Key or any requirement in the Software for the Licence Key.

- b. The Customer shall use reasonable endeavours to prevent the unauthorised access, use, copying, publication or dissemination of the Software, the Documentation, the SimSage System and SimSage's Confidential Information learned from the Customer's use of the Software, the Documentation and the SimSage System.
- c. The rights provided under clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- d. SimSage will have the right to obtain injunctive relief against any actual or threatened violation of the restrictions in this clause 4, in addition to any other available remedies.
- e. The Customer acknowledges and agrees that the Software and the SimSage System may be provided subject to the terms and conditions of third party software providers, including third party licence agreements ("**Third Party Terms**"), where third party software is embedded in the Software or the SimSage System. If the Software and the SimSage System is provided subject to Third Party Terms, SimSage shall use reasonable endeavours to bring the Third Party Terms to the Customer's attention and the Customer agrees to comply with those Third Party Terms.

5. **SERVICE AVAILABILITY**

SimSage shall use reasonable endeavours to maintain at least 98% uptime, except for planned or emergency maintenance.

6. **LICENCE FEES**

- a. The Customer shall pay the Licence Fees to SimSage in accordance with this clause 6.
- b. The Customer shall, on the Commencement Date, provide to SimSage valid, up-to-date and complete credit card details and any other relevant details.
- c. The Customer authorises SimSage to bill such credit card on the last day of each calendar month following the Commencement Date for the Licence Fees payable in respect of the Licence Term.
- d. If SimSage has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of SimSage:
 - i. SimSage may, without liability to the Customer, disable or suspend the Customer's Licence Key, account and access to all or part of the Software (and the SimSage System) and SimSage shall be under no obligation to provide any or all of the Software or the SimSage System while the Licence Fees concerned remain unpaid; and
 - ii. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- e. All amounts and fees stated or referred to in this EULA:
 - i. shall be payable in pounds sterling;
 - ii. are non-cancellable and non-refundable; and
 - iii. are exclusive of value added tax ("**VAT**"), goods and service tax ("**GST**") and any other sales tax ("**Sales Tax**"), which the Customer shall additionally be liable to pay to SimSage at the prevailing rate (if applicable), subject to receipt of a VAT, GST or Sales Tax invoice.
- f. The Customer shall be permitted to use the Software and the SimSage System in accordance with the Data and/or Query Limit. In the event that the Data and/or Query Limit is exceeded by the Customer by more than 5%, the Customer agrees to immediately pay to SimSage any additional fees due to SimSage in respect of such exceeded use.
- g. SimSage shall be entitled to increase the Licence Fees upon providing 30 days' prior written notice to the Customer.

7. **CUSTOMER DATA**

- a. The Customer shall own all right, title and interest in and to all of the Customer Data (that is not personal data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and

- quality of all such Customer Data. For the avoidance of doubt, the Customer shall ensure that the Customer Data is complete and up to date at all times.
- b. The Customer grants to SimSage a royalty-free, non-exclusive licence to use the Customer Data during the Licence Term for the purpose of using the Software.
 - c. The Customer warrants that SimSage's use of the Customer Data shall not infringe the Intellectual Property Rights of any third party.
 - d. The Customer shall indemnify SimSage against all damages, losses and expenses arising as a result of any action or claim that the Customer Data infringes the Intellectual Property Rights of a third party.
 - e. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
 - f. The parties acknowledge that:
 - i. if SimSage processes any personal data on the Customer's behalf when performing its obligations under this EULA, the Customer is the controller and SimSage is the processor for the purposes of the Data Protection Legislation;
 - ii. Schedule 1 sets out the scope, nature and purpose of processing by SimSage, the duration of the processing and the types of personal data and categories of data subject;
 - iii. the personal data may be transferred or stored outside the European Economic Area ("EEA") or the country where the Customer is located in order to carry out SimSage's obligations under this EULA.
 - g. Without prejudice to the generality of clause 7.e, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to SimSage for the duration and purposes of this EULA so that SimSage may lawfully use, process and transfer the personal data in accordance with this EULA on the Customer's behalf.
 - h. Without prejudice to the generality of clause 7.e, SimSage shall, in relation to any personal data processed in connection with the performance by SimSage of its obligations under this EULA:
 - i. process that personal data only on the documented written instructions of the Customer unless SimSage is required by the laws of any member of the European Union or by the laws of the European Union applicable to SimSage and/or Domestic UK Law (where Domestic UK Law means the Data Protection Legislation and any other law that applies in the UK) to process personal data ("**Applicable Laws**"). Where SimSage is relying on Applicable Laws as the basis for processing personal data, SimSage shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit SimSage from so notifying the Customer;
 - ii. not transfer any personal data outside of the EEA unless the Customer's prior written consent is obtained and appropriate safeguards have been put in place. For the avoidance of doubt, the Customer acknowledges that SimSage shall be permitted to transfer any personal data processed in accordance with this EULA to a third party hosting provider which may have servers located outside the EEA;
 - iii. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - iv. notify the Customer without undue delay on becoming aware of a personal data breach;
 - v. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the EULA unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - vi. maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

- i. Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- j. The Customer consents to SimSage appointing third party hosting providers and third party payment providers as a third-party processor of personal data under this EULA. SimSage confirms that it has entered or (as the case may be) will enter with the third-party processor into a written EULA substantially on that third party's standard terms of business. As between the Customer and SimSage, SimSage shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.
- k. The parties agree that there may be changes to the Data Protection Legislation and therefore the parties shall negotiate in good faith in respect of any amendments to this clause 7 which are required as a result of such changes.

8. CUSTOMER'S OBLIGATIONS

- a. The Customer shall:
 - i. provide SimSage with all necessary co-operation in relation to this EULA and all necessary access to such information as may be required by SimSage;
 - ii. comply with all applicable laws and regulations with respect to its activities under this EULA;
 - iii. ensure that the users' use the Software, the Documentation and the SimSage System in accordance with the terms of this EULA and shall be responsible for any users' breach of this EULA;
 - iv. obtain and shall maintain all necessary licences, consents, and permissions necessary for SimSage, its contractors and agents to perform its obligations under this EULA;
 - v. to the extent permitted by law and except as otherwise expressly provided in this EULA, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to SimSage's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
 - vi. regularly back-up all Customer Data, software and programs that SimSage has access to; and
 - vii. notify SimSage in writing if there is a change of Control of the Customer.
- b. If SimSage's performance of any of its obligations under this EULA is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - i. without limiting or affecting any other right or remedy available to it, SimSage shall have the right to suspend the Customer's access to all or part of the Software or the SimSage System until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations; and
 - ii. SimSage shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SimSage's failure or delay to perform any of its obligations as set out in this clause 8.b.

9. OWNERSHIP

- a. The Customer acknowledges and agrees that SimSage (and/or its licensors) own all Intellectual Property Rights in the Software, the Documentation and the SimSage System, including all modifications, bug fixes, contributions, recommendations, improvements or information submitted or suggested by SimSage and/or the Customer.

- b. The Customer agrees not to claim or assert title to or ownership of any of the Intellectual Property Rights in the Software, the Documentation and the SimSage System. The Customer must not remove or alter any copyright or proprietary notice from copies of the Software.
- c. The Customer agrees to include the following statement on the website on which the Software and the SimSage System is used:

“powered by SimSage”
- d. The Customer grants SimSage a licence to use the Customer Trade Mark on SimSage’s Websites for the purpose of confirming that the Customer has been granted a licence to use the Software, the Documentation and the SimSage System.
- e. The Customer agrees that SimSage may create a case study relating to the Customer and use such case study in its marketing materials, provided that the Customer shall have the right to approve the case study before it is released.

10. **CONFIDENTIALITY**

- a. Except as permitted in clause 10c, each party (“**Recipient**”) must preserve the confidentiality of any Confidential Information of the other party (“**Discloser**”) obtained in connection with this EULA. A Recipient must not use the Confidential Information other than to exercise its rights or comply with its obligations under this EULA.
- b. The Recipient shall take all reasonable steps to ensure that the Discloser’s Confidential Information is not disclosed or distributed by its personnel in violation of this EULA.
- c. Clause 10a will not apply to any disclosure of information which:
 - i. is required by law or the rules of any stock exchange;
 - ii. is or becomes public knowledge other than through a breach of this EULA;
 - iii. is received from a third party who lawfully acquired it and who is under no obligation regarding its disclosure; or
 - iv. is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Discloser.

11. **LIMITED WARRANTY**

- a. SimSage warrants to the Customer that for a period of 30 days from the Commencement Date (“**Warranty Period**”) the unaltered and standard release of the Software will, when properly used, perform substantially in accordance with the functions described Documentation.
- b. If, within the Warranty Period, the Customer notifies SimSage in writing of any breach of the warranty, then SimSage will either (at its sole option) remedy the nonconformity or, refund the Licence Fees for the Software to the Customer, in which case, the Customer’s right to use the Software and this EULA will automatically terminate.
- c. The warranty at clause 11.a only applies if the Customer notifies SimSage in writing during the Warranty Period of the nature of the failure and the circumstances under which it arose, and subsequently, provides SimSage with all information SimSage may require to clearly identify and correct the failure.
- d. SimSage does not warrant that the Software:
 - i. shall satisfy the Customer’s requirements;
 - ii. is without defect or error or that the operation of the Software or the SimSage System will be uninterrupted; or
 - iii. except as otherwise expressly stated in the Documentation, shall operate in combination with other Software or any hardware selected by the Customer.
- e. SimSage is not responsible for:
 - i. any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; or
 - ii. any defects caused by the use if the Software contrary to SimSage’s instructions.

12. LIMITATION OF LIABILITY

- a. Each of the limitations and exclusions of liability set out in this clause 0 is a separate limitation or exclusion and applies regardless of whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise. To the extent any limitation or exclusion is not permitted under applicable law, that particular limitation or exclusion will be deemed not to apply but will not affect any of the remaining limitations or exclusions under this clause 0.
- b. Except as expressly and specifically provided in this EULA:
 - i. the Customer assumes sole responsibility for results obtained from the use of the Software and the Documentation, and for conclusions drawn from such use. SimSage shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SimSage by the Customer in connection with the Software, or any actions taken by SimSage at the Customer's direction;
 - ii. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this EULA; and
 - iii. the Software and the Documentation are provided to the Customer on an "as is" basis.
- c. Nothing in this EULA excludes the liability of SimSage:
 - i. for death or personal injury caused by SimSage's negligence; or
 - ii. for fraud or fraudulent misrepresentation.
- d. Subject to clause 12.b and clause 12.c:
 - i. SimSage shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this EULA; and
 - ii. SimSage's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this EULA shall be limited to the total Licence Fees paid by the Customer during the 12 months immediately preceding the date on which the claim arose.
- e. SimSage will not be liable to the Customer in respect of a claim under or in connection with this EULA unless that claim is notified in writing to SimSage within 1 year of the date that the circumstances giving rise to the claim were reasonably discoverable to the Customer.

13. SUPPORT

- a. Unless otherwise agreed in writing by SimSage, SimSage shall use reasonable endeavours to provide the Customer with basic support services by email (to support@simsage.ai) during Normal Business Hours on Business Days to assist with technical problems arising in respect of the use of the Software or SimSage System.
- b. SimSage is not required to provide to the Customer any equipment or any implementation, consulting or additional support services in relation to the Software or the SimSage System, unless separately agreed in writing between the parties and subject to SimSage's standard rates from time to time in force.

14. TERM AND TERMINATION

- a. The EULA shall, unless otherwise terminated in accordance with this clause 14, commence on the Commencement Date, and continue until terminated by either party on giving 30 days prior written notice to the other party.
- b. Either party may terminate this EULA immediately by notice in writing to the other party if:

- i. the other party breaches any material provision of this EULA and (if such a breach is capable of being remedied) the breach is not remedied within 14 Business Days of the receipt of the notice from the first party requiring it to remedy the breach; or
 - ii. an Insolvency Event occurs in respect of the other party.
- c. In addition and without prejudice to its rights under clause 14a, SimSage may terminate this EULA immediately by notice in writing if:
 - i. the Customer fails to pay any amount due under this EULA on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - ii. the Customer breaches any provision of this EULA (whether material or not), having previously breached either that provision or any other provision and irrespective of whether the earlier breach was remedied; or
 - iii. there is a change of Control of the Customer.
- d. This EULA will immediately and automatically terminate if a valid Licence Key has not been provided by SimSage to the Customer, for any reason.
- e. Termination of this EULA is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination shall not be affected or prejudiced.
- f. On termination of this EULA for any reason, the Customer shall immediately:
 - i. cease to use the Software, the Documentation, the Licence Key and all of SimSage's Confidential Information in any manner and for any reason;
 - ii. return, destroy and erase (as requested by SimSage) all copies of the Software, the Documentation, the Licence Key and SimSage's Confidential Information; and
 - iii. pay all unpaid Licence Fees and other amounts owing under this EULA.
- g. On termination of this EULA for any reason, SimSage may destroy or otherwise dispose of any Customer Data, or personal data processed in accordance with clause 7, in its possession in accordance with clause 7.h.v.
- h. On request by SimSage, the Customer must certify in writing to SimSage that to the best of its knowledge all copies in any form of the Software, the Documentation, Licence Key and SimSage's Confidential Information in the Customer's possession have been returned, destroyed or erased.
- i. Termination of this EULA does not affect clauses which by their nature are intended to survive termination or expiry, including 9, 10, 0 and 14.

15. **FORCE MAJEURE**

- a. Neither party will be liable to the other party for any failure to comply with this EULA or delay in complying with this EULA to the extent caused by acts, events, omissions or accidents beyond the reasonable control of that party, 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, epidemic, pandemic, 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 ("**Force Majeure Event**").
- b. The other party may terminate this EULA by notice in writing if, as a result of the Force Majeure Event, the affected party is unable to perform any of its material obligations under this EULA for 90 Business Days or more.

16. **NOTICES**

- a. Any notice required to be given under this EULA shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the

Order Confirmation, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out on the Order Confirmation.

- b. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax or email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender), or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.a, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17. ASSIGNMENT AND SUBLICENSING.

- a. The Customer shall not assign, novate, sub-licence, sub-contract or otherwise transfer any or its rights or obligations under this EULA (whether in whole or in part) without the prior written consent of SimSage. SimSage 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 EULA.

18. GENERAL

- a. This EULA constitutes the entire agreement between the Customer and SimSage concerning the Software and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this EULA it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this EULA.
- b. No variation of this EULA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- c. If any provision of this EULA of it is invalid or unenforceable, that part shall be deemed deleted so as to eliminate its invalidity or unenforceability, but that shall not affect the validity and enforceability of the rest of this EULA. If any provision this EULA is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- d. Any failure or delay by SimSage to enforce any provision of this EULA will not constitute or be construed as a waiver of such provisions or the right to enforce it at a later date.
- e. No one other than a party to this EULA, their successors and permitted assignees, shall have any right to enforce any of its terms.
- f. This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- g. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Processing, Personal Data and Data Subjects

1. Processing by SimSage

1.1 Nature and Purpose of processing

SimSage may process personal data:

- to provide the Software and the SimSage System to the Customer;
- to allow the Customer's end users to access the SimSage System;
- to provide feedback to the Customer (e.g. identifying any personal data which is revealed on a website search); and
- to comply with any relevant statutory or regulatory requirement imposed on SimSage from time to time.

1.2 Subject matter and duration of the processing

The subject matter and duration of the processing are set out in this EULA.

2. Types of personal data

- Personal data including name and contact information (email address, telephone number and postal address).

3. Categories of data subject

- the Customer's employees, agents and contractors; and
- the Customer's end users;
- The Customer's third party service providers.