

TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions and any other documents referred to or incorporated into these terms and conditions (collectively referred to as these **Terms**) set out the entire terms and conditions upon which the Licensor has agreed to licence the Licensee to access and use the Service.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following words have the following meanings:

- (a) **Charges** means the charges payable by the Licensee to the Licensor in relation to the Service.
- (b) **Claim** means a third party claim against the Licensee concerning its use of the Service as is described in Clause 7.4.
- (c) **Commencement Date** means the date on which the Licensee purchased a licence to access and use the Service and agreed to these Terms.
- (d) **Data Protection Laws** means all applicable laws which govern the use of data relating to identified or identifiable individuals, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the GDPR, as amended or replaced from time to time and to the extent applicable to a party.
- (e) **End User Licence** means the standard form software licence of the Licensor which is from time to time supplied with the Service.
- (f) **Force Majeure** means in relation to either party, any circumstance beyond the reasonable control of that party including any act of God, war, riot, explosion, abnormal, unusual or extreme weather conditions, loss of utilities, fire, flood, failure or breakdown of telecommunications systems or network infrastructure, malicious network attacks, strike, lock out or industrial dispute, fuel shortages and/or governmental or regulatory authority action.
- (g) **GDPR** means (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**EU GDPR**") and (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force ("**UK GDPR**").
- (h) **Intellectual Property Rights** patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
- (i) **Licensee** means the licensee to whom the Licensor has agreed to licence the right to access and use of the Service to in accordance with these Terms.

- (j) **Licensee Data** means any data provided by the Licensee which is uploaded to the Service.
- (k) **Licensor** means Slingshot Simulations Ltd (Company Number 11996161) whose registered office is at Nexus, Discovery Way, Leeds, England, LS2 3AA.
- (l) **Licensor Data** means any data which is processed by the Licensee via the Service other than the Licensee Data.
- (m) **Minimum System Requirements** means the minimum requirements for hardware and third party software and/or accounts which the Licensee must have in place in order to access and make use of the Service.
- (n) **Personal Data** shall have the same meaning as under the Data Protection Laws.
- (o) **Service** means the Compass: Engine™ software service to be made available by the Licensor to the Licensee in accordance with these Terms.
- (p) **Specification** means the specification for the Service available at <https://www.slingshotsimulations.co.uk>.
- (q) **Workflows** means any workflows built by the Licensee via the Service.
- (r) **Working Hours** means between the hours of 9am to 5pm during any day which is not a Saturday, Sunday or bank or other public holiday in England and Wales.

1.2 In these Terms: headings are inserted for convenience only and shall not affect the construction or interpretation; references to Clauses are to the Clauses of these terms and conditions; words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; any reference to any law, statute, statutory provision, statutory instrument, directive, subordinate legislation, code of practice or guideline shall be construed as a reference to the same as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time; and use of words such as “include”, “including” and “in particular” shall not limit the generality of any preceding or following words which are not intended to be exhaustive.

2 TERM

- 2.1 If the Licensor has agreed to a monthly payment plan for the Charges, these Terms shall come into force on the Commencement Date and shall continue unless and until terminated by either party serving at least one month’s written notice of termination on the other.
- 2.2 If the Licensor has agreed to an annual payment plan for the Charges, these Terms shall come into force on the Commencement Date and shall continue in force for an initial period of one year (the “**Initial Term**”). At the end of the Initial Term, the Agreement shall continue for subsequent one year periods (each a “**Subsequent Term**”) unless and until terminated by either party serving at least three months’ written notice of termination prior to the end of the Initial Term or the current Subsequent Term, as applicable.
- 2.3 If the Licensee is a consumer, the Licensee may immediately terminate these Terms for convenience by providing written notice to the Licensor within 14 days of the Commencement Date (the “**Cancellation Period**”). Full details of the right to cancel

and how to exercise this right are set out in Schedule 1 of these Terms. This termination right shall not apply where the Licensee accesses and/or uses the Service during the Cancellation Period, and by accessing and/or using the Service during the Cancellation Period the Licensee will be deemed to have consented to losing the right of cancellation set out in Schedule 1.

3 LICENCE TO USE THE SERVICE

3.1 In consideration for payment of the Charges by the Licensee in accordance with these Terms, the Licensor hereby grants to the Licensee a non-exclusive and non-transferable licence to access and use the Service in accordance with the terms and conditions of these Terms for the term of these Terms only.

3.2 For the avoidance of doubt, other than the limited licence to use the Service which is granted to the Licensee under these Terms the Licensee shall not acquire any right or title in or to any Intellectual Property Rights in or capable of subsisting in the Service.

3.3 The Licensee shall maintain in strict confidence at all times any user names, access codes or other authorisations which:

(a) may be provided or allocated to it by Licensor and/or via the Service from time to time; and/or

(b) are otherwise utilised by the Licensor in connection with its access of the Service,

in either case together with any associated passwords (and, where the Licensee is responsible for setting its own password shall ensure that those are sufficiently robust in accordance with generally accepted password security recommendations in the IT industry from time to time) and shall not disclose the same to any other person.

3.4 The Licensee shall immediately inform the Licensor of any actual or suspected loss, theft, publication or disclosure of any of its user names, access codes, other authorisations or passwords as referred to in Clause 3.3 and/or of any actual or suspected unauthorised access to or use of the Service using the same of which the Licensee becomes aware.

3.5 The Licensee shall:

(a) not use or attempt to use the Service:

(i) for any illegal or unlawful purpose;

(ii) for any military or civil defence purposes; for any purposes related to the provision of life support or other critical medical services; and/or in connection with the operation or maintenance of critical (including nuclear) infrastructure;

(iii) in breach of any applicable export control rules; and/or

(iv) for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach any Intellectual Property Rights belonging to any third party;

- (b) not use or attempt to use the Service in any way which disrupts, restricts or interferes with the provision of the Services by the Licensor and/or its availability to and use by other users authorised by the Licensor;
- (c) not access or attempt to access any part of the Service which the Licensee is not authorised to access and/or to access any data which is held on or accessible via the Service other than the Licensee Data and any data which is made publicly available by the Licensor to all users on or via the Service;
- (d) not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Service; and
- (e) be solely responsible and liable for any access or use of the Service via any third party account which is utilised by the Licensee to access and use the Service regardless of whether or not such access or use was authorised by the Licensee.

3.6 The Licence granted to the Licensee is personal and other than those individual employees of the Licensee (where applicable) and, where agreed by the Licensor, the collaborators who the Licensee authorises from time to time to access and use the Service on its behalf (and for whose acts and omissions the Licensee shall be vicariously liable to the Licensor for under these Terms as if those were the acts or omissions of the Licensee itself) the Licensee shall not permit any other person to access and use the Service (including, without limitation, the Licensor Data), whether or not in return for payment. The Service shall only be made available to collaborators who have entered into an End User Licence. The Licensee shall only make the Service available to collaborators that the Licensee reasonably believes are likely to comply with the terms of the End User Licence.

4 SERVICE STANDARDS

4.1 The Licensor warrants that the Service will conform in all material respects to the Specification but does not warrant that the Licensee's access to and use of the Service will be uninterrupted or error free. If the Licensee notifies the Licensor in writing of any defect or fault in the Service in consequence of which it fails to conform in all material respects to the Specification and such defect or fault does not result from any failure or delay by the Licensee to comply with any of its obligations under these Terms then the Licensor shall (at its option) do one of the following as the Licensee's sole and exclusive remedy with respect to the failure of the Service to comply with this warranty:

- (a) modify or amend the Service as soon as reasonably practicable so that it does conform in all material respects to the Specification; or
- (b) terminate these Terms immediately by notice in writing to the Licensee and refund any Charges paid by the Licensee in advance with respect to the unexpired term of these Terms.

PROVIDED THAT in either case the Licensee provides all information that may be necessary to assist the Licensor in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Licensor to re-create the defect or fault in question.

4.2 The Licensor shall use reasonable endeavours to ensure that the Service is continually available for access by the Licensee both during and outside of Working Hours.

- 4.3 Notwithstanding Clause 4.2 the Licensor shall be entitled to temporarily suspend access to the Service as may be reasonably necessary from time to time in order to carry out maintenance and upgrade work; in the event of any actual or suspected security breach; and/or in the event of any other emergency. The Licensor shall use reasonable endeavours to provide the Licensee with as much notice of any suspension of the Service as is possible in the circumstances and to undertake any planned maintenance or upgrade work outside of Working Hours.
- 4.4 The Licensee accepts responsibility for the selection of the Service to achieve its intended results and acknowledges that the Service has not been developed to meet the individual requirements of the Licensee.
- 4.5 The Licensee shall be solely responsible for ensuring at its own expense that the Minimum Systems Requirements are met and maintained and the Licensee shall ensure that at all times it is fully licenced to use any third party software and/or accounts as specified in the Minimum Systems Requirements and that it fully complies with the terms and conditions of all such third party software licences. The Licensor shall not be responsible for any third party accounts, software or hardware purchased or licensed by the Licensee in accordance with the Minimum System Requirements.
- 4.6 The Service does not include the provision of any back-up, disaster recovery or business continuity services and to the extent that any Licensee Data is stored or hosted by Licensor in connection with the Service then the Licensee shall back-up such Licensee Data itself at frequencies which are appropriate to enable it to recover such Licensee Data with minimal impact on its business.
- 4.7 The Licensor shall have no liability or obligation whatsoever (i) in relation to the Licensee's production or use of any Workflows, insights, analyses or algorithms via the Service or any decisions made by the Licensee when using the Service or (ii) to any third party that the Licensee uses the Service or any Workflows, insights, analyses or algorithms via the Service on behalf of.
- 4.8 These Terms sets out the full extent of the Licensor's obligations and liabilities in respect of the design, development, testing, delivery and provision of the Service. All conditions, warranties or other terms concerning the same which might otherwise be implied into these Terms or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

5 CHANGES TO THE SERVICE

- 5.1 The Licensor shall be entitled from time to time without the consent of the Licensee to introduce new functionality to the Service and/or to make changes to the Service.

6 CHARGES

- 6.1 In consideration for the Licensor making the Service available to the Licensee in accordance with these Terms, the Licensee shall pay to Licensor the Charges.
- 6.2 The Licensee must provide a current, valid, accepted method of payment such as a debit or credit card (the "**Payment Method**"). The Licensee is responsible for notifying the Licensor of any changes to the Payment Method and to provide a replacement Payment Method if the current Payment Method expires or contains insufficient funds. The Licensee authorises the Licensor to charge the Charges to the Payment Method during the term of these Terms. In certain circumstances, the Licensee may have the

right to cancel this authorisation through its relevant bank and recover any sums paid in error.

- 6.3 Without prejudice to any other rights or remedies available to it, the Licensor shall be entitled to suspend without liability the Licensee's right of access to the Service and/or performance of any Agreed Changes without notice in the event that payment of any Charges is overdue.
- 6.4 The Charges and any other amounts which may become payable from time to time by one party to the other under these Terms are stated exclusive of applicable taxes (including, without limitation, VAT) which if applicable, shall be payable in addition by the party making payment at the applicable rate in force from time to time (subject to the provision of a valid tax/VAT invoice by the party receiving the payment in question).
- 6.5 The Charges and any other amounts which may become payable from time to time by one party to the other under these Terms shall be paid by the applicable party in full in accordance with the terms of these Terms without set off, deduction or withholding on any account.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Subject to Clause 7.2, the Licensor confirms that it is the owner of all Intellectual Property Rights in or capable of subsisting in the Service and/or that it holds the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant the limited licence to use the Service to the Licensee under these Terms.
- 7.2 The Parties acknowledge and agree that the Licensee is the owner of all Intellectual Property Rights in or capable of subsisting in the Workflows and the Licensee Data.
- 7.3 Where the Licensee makes its Workflows or Licensee Data "open", "published", "public" or similar on the Service, (i) the Licensee grants to the Licensor a perpetual, royalty free, non-exclusive, irrevocable, sub-licensable licence to use the Workflows and/or Licensee Data for any purpose; and (ii) the Licensee shall ensure that it holds all necessary rights and permissions to do so.
- 7.4 The Licensor undertakes at its own expense to defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that its use of the Service in accordance with the terms of these Terms infringes the UK Intellectual Property Rights of a third party and the Licensor shall be responsible for any reasonable and fully mitigated direct losses and expenses incurred by or awarded against the Licensee as a direct result of or in connection with any such valid Claim which is made (subject to Clause 10). This Clause 7.4 shall not though apply where the Claim in question is attributable to the Workflows, Licensee Data or any development of, modification to or maintenance of the Service by or on the behalf of the Licensee without the prior written consent of the Licensor and/or any breach by the Licensee of any of its obligations under these Terms.
- 7.5 If any third party makes a Claim, or notifies an intention to make a Claim against the Licensee, the Licensor's obligations under Clause 7.4 are conditional upon the Licensee:
- (a) as soon as reasonably possible giving written notice of the Claim to the Licensor specifying the nature of the Claim in reasonable detail;

- (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor;
 - (c) giving the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and
 - (d) subject to the Licensor providing reasonable security against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.
- 7.6 If any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:
- (a) procure for the Licensee the right to continue using the Service in accordance with the terms of these Terms;
 - (b) modify the Service in accordance with Clause 5 so that it ceases to be infringing; or
 - (c) terminate these Terms immediately by notice in writing to the Licensee and refund any Charges paid by the Licensee in advance with respect to the unexpired term of these Terms.
- 7.7 This Clause 7 constitutes the Licensee's exclusive remedy and the Licensor's only liability in respect of any claim or allegation that the Service infringes the Intellectual Property Rights of any third party and for the avoidance of doubt, the Licensor's liability under this Clause 7 is subject to Clause 10.

8 DATA

- 8.1 The Licensee hereby grants to the Licensor a non-exclusive, non-transferable, royalty free licence to use and process the Licensee Data for the term of these Terms for the purposes of providing the Licensee with access to the Service and otherwise as may be reasonably necessary to enable the Licensee to discharge its obligations and exercise the rights granted to it under these Terms.
- 8.2 Where the Service is provided on a free of charge basis, the Licensee hereby grants to the Licensor a perpetual, royalty free, non-exclusive, irrevocable, sub-licensable licence to use and process the Licensee Data for any purpose.
- 8.3 The Licensee shall ensure that any Licensee Data which it uploads, collects or uses onto or via the Service is complete, accurate, and up-to date, does not contain any virus, worm, Trojan horse or other components which may be harmful to or disrupt the Service and does not infringe the Intellectual Property Rights of any third party. The Licensee confirms that it is the owner of all Intellectual Property Rights in or capable of subsisting in the Licensee Data and/or that it holds the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant the licence to the Licensee Data to the Licensor under Clauses 8.1 and 8.2 of these Terms.

- 8.4 Without prejudice to any of the other rights and remedies of the Licensor, the Licensee acknowledges that the Licensor shall not be liable for any failure or delay in complying with any of its obligations under these Terms nor for any error or omission in the provision of the Service to the extent that any such failure, delay, error or omission is caused as a result of any failure by the Licensee to comply with its obligations under Clause 8.3.
- 8.5 The Licensee agrees and acknowledges that Licensor Data which is provided or made available to the Licensee in connection with the Service may be sourced from third parties (“**Third Party Data**”). The Licensor makes no representation or commitment that the Third Party Data is accurate, complete or up to date. The Licensor shall have no liability or obligation whatsoever in relation to the Licensee’s use of or reliance on any Third Party Data. Where the Licensee uses Third Party Data, the Licensee agrees to comply with any third party licensor’s terms and conditions applicable to that Third Party Data. All applicable third party licensor terms applicable to the Third Party Data are accessible may be updated by the Licensor from time to time without notice.
- 8.6 The Licensee agrees to not upload any Licensee Data via the Service that contains Personal Data. If the Licensee uploads any Licensee Data via the Service that contains Personal Data, the Licensee shall (i) immediately notify the Licensor and (ii) indemnify the Licensor against all losses, liabilities, costs, claims and expenses incurred by the Licensor in connection with such Personal Data including, without limitation, due to any breach of Data Protection Laws.

9 TERMINATION

- 9.1 Without prejudice to any other rights or remedies available to it, either party may terminate these Terms at any-time by giving written notice to the other if any of the following events occur:
- (a) the other party commits any material breach of these Terms and either:
 - (i) that breach is not capable of remedy; or
 - (ii) that breach is capable of remedy, but the defaulting party fails to remedy it within 30 days of receiving a written notice from the first party containing full particulars of the material breach and requiring it to be remedied;
 - (b) the other party becomes bankrupt or goes into liquidation (whether voluntary or compulsory), becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that party or the other party suffers any similar process in any jurisdiction outside of England and Wales; and/or
 - (c) the other party ceases or threatens to cease carrying on its business, operations or activities.
- 9.2 Upon termination or expiry of these Terms for any reason all rights granted to the Licensee under these Terms shall cease and the Licensee shall:

- (a) cease all use of and access to the Service and all other activities authorised under these Terms and if requested to do so by the Licensor certify to the Licensor in writing via a senior officer of the Licensee that it has done so; and
- (b) immediately pay to the Licensor without need for demand any sums due or accrued to the Licensor from the Licensee under these Terms (including any Charges) which are unpaid.

9.3 Termination or expiry of these Terms on whatever basis shall be without prejudice to any rights or obligations of either party which have accrued prior to the date of termination and shall not affect the continuing in or coming into force of any provision of these Terms which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

10 LIMITATION OF LIABILITY

10.1 Neither party seeks to limit or exclude in any way its liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; for any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or for any other matter or liability which cannot be lawfully limited or excluded. Each provision of these Terms shall be read as subject to this Clause 10.1 and no provision of these Terms is intended to nor shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

10.2 Subject at all times to Clauses 10.1 and 10.3, the maximum liability of the Licensor to the Licensee for all claims under or in connection with these Terms howsoever arising shall be limited in aggregate to the higher of (i) the value of the Charges actually paid by the Licensee to the Licensor under these Terms and (ii) £500.

10.3 The Licensor shall not be liable for: loss of business; loss of use; loss of profit; loss of anticipated profit; loss of contracts; loss of revenues; loss or damage to goodwill or brand; loss of anticipated savings; loss of data or use of data; product recall costs; damage to reputation; and/or consequential, special or indirect loss or damage in any case, regardless of whether or not the Licensor was aware (or ought reasonably to have been aware) of the risk that such loss or damage might occur.

10.4 For the avoidance of doubt, Clause 10.3 shall not act so as to limit or exclude the right of the Licensor to recover any overdue or unpaid Charges or other amounts owing from the Licensee to the Licensor under these Terms from time to time.

10.5 Neither party shall be liable to the other for any failure or delay in complying with its obligations under these Terms where such delay or failure is reasonably attributable to an event of Force Majeure provided that the obligation of the Licensee to pay the Charges in accordance with Clause 6 shall not be affected by the occurrence of any event of Force Majeure.

11 CONFIDENTIALITY

11.1 Each party shall, during the term of these Terms and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of these Terms) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates or group

companies, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

- 11.2 The terms of these Terms are confidential and may not be disclosed by the Licensee without the prior written consent of the Licensor.

12 GENERAL

- 12.1 Any notices to be served on either party by the other shall be in writing and sent by pre-paid registered post or email. Notices served by the Licensee shall be sent to the address of the Licensor as set out in Clause 1.1(k), support@slingshotsimulations.co.uk or such other address or email address as is notified in writing by that party from time to time. Notices served by the Licensor shall be sent to the address or email address provided by the Licensee to the Licensor on the Commencement Date or such other address as is notified in writing by that party from time to time. Notice sent by pre-paid registered post shall be deemed to have been received by the addressee 72 hours after posting provided applicable evidence of posting is retained and produced on request. Notice sent by email shall be deemed to have been received by the addressee at (i) the time of transmission, if during Working Hours or (ii) when Working Hours next commence, if the time of transmission is not during Working Hours. Notice sent by email shall not be deemed to have been received where the party serving the notice received notice of failed transmission.
- 12.2 Whilst the parties may make operational communications concerning these Terms via email, formal notice may not be served via email.
- 12.3 The parties are with respect to each other independent contractors and nothing in these Terms and no actions taken by the parties under it shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between the parties.
- 12.4 These Terms together with any documents referred to or incorporated into it in accordance with its terms represents the entire agreement between the parties relating to its subject matter and supersedes all previous presentations made and/or agreements, negotiations and discussions between the parties relating to the same.
- 12.5 The Licensee may not sub-licence, assign, transfer, novate, charge or sub-contract the performance of any of its rights and/or obligations under these Terms without the prior written consent of the Licensor. The Licensee acknowledges and agrees that any breach by it of the restrictions imposed on it under this Clause 12.5 shall constitute a material breach of these Terms which is not capable of remedy.
- 12.6 The Licensor may at any-time by written notice to the Licensee sub-licence, assign, transfer, novate, charge or sub-contract the performance of any of its rights and/or obligations under these Terms but in the case of any sub-contracting shall, subject to Clause 12.7, remain primarily liable to the Licensor for the acts or omissions of any of its sub-contractors as if those were the acts or omissions of the Licensor itself under these Terms.
- 12.7 Without prejudice to the generality of Clause 12.6, the Licensee acknowledges that the Licensor may sub-contract or outsource the hosting of the Service to third parties who may include, but are not limited to Microsoft Azure and/or AWS. If any breach of these

Terms by the Licensor is as a result of any act, omission, failure or delay on the part of any such third party hosting provider then the Licensor's liability for that breach shall subject to the limitations and exclusions as provided for under Clause 10 and in addition be limited to a fair and reasonable proportional allocation of any service credit, liquidated damages or other compensation amount (if any) actually paid to the Licensor by the third party hosting provider in question in respect of the act, omission, failure or delay in question.

- 12.8 If any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
- 12.9 The failure to exercise or delay in exercising any right or remedy under these Terms shall not be regarded as a waiver of such right or remedy, or a waiver of other rights or remedies. No single or partial exercise of any right or remedy under these Terms shall prevent any further exercise of the right or remedy or any other right or remedy.
- 12.10 A person who is not a party to these Terms shall have not right to enforce any term of these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.11 These Terms shall be governed by English law and, save in respect of the enforcement of any judgment, the parties agree to submit to the exclusive jurisdiction of the English courts. If the Licensee is a consumer and lives in Scotland, the Licensee can bring legal proceedings in respect of the Service in either the Scottish or the English courts. If the Licensee is a consumer and lives in Northern Ireland, the Licensee can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.

SCHEDULE 1

A. INSTRUCTIONS FOR CANCELLATION

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Slingshot Simulations Limited, Nexus, Discovery Way, Leeds, England, LS2 3AA, support@slingshotsimulations.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offer by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provided evidence that you have returned the goods, or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

B. CANCELLATION FORM

To Slingshot Simulations Limited, Nexus, Discovery Way, Leeds, England, LS2 3AA,
support@slingshotsimulations.co.uk:

I/We hereby give notice that I/We cancel my/our contract of sale for the supply of the following
service [].

Ordered on [].

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date