

20th January 2020

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These Terms of Service (these “**Terms**”) govern Your access to and use of the Services. The term “**You,**” “**Your,**” “**you**” or “**your**” as used in these Terms, means any person or entity who accesses or uses the Services and any person or entity who creates an Account (as defined in Section 4(a)) and accepts these Terms, including any individuals that You authorise to access or use the Services, including Your independent contractors or employees (“**Authorised Users**”). For the avoidance of doubt, where the term “**You,**” “**Your,**” “**you**” or “**your**” is used in these Terms, it shall include any Authorised User, regardless of whether “**Authorised User**” is specifically stated. For Services that You receive from a third party distributor or reseller, these Terms govern any rights and obligations between You and SimRush, and govern Your use of such Services.

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You must read and agree to be bound by these Terms before downloading, installing, accessing or using the Services, effective as of the date of such download, installation, access or use. BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT OTHERWISE DOWNLOAD, INSTALL, ACCESS OR USE THE SERVICES.

THE SERVICES MAY BE SUBJECT TO AUTOMATIC SOFTWARE UPDATES, AS DESCRIBED FURTHER IN SECTION 4(C), AND YOU ALSO HEREBY CONSENT TO SUCH UPDATES. If You do not agree to such updates, You are not permitted to, and You must not, download, install, access or use the Services.

SimRush may, in its sole and absolute discretion, change these Terms from time to time, as indicated by the date at the end of these Terms. If You object to any such change, Your sole recourse will be to cease using the Services. Continued use of the Services following any such change will indicate Your acknowledgement of such change and agreement to be bound by the new terms and conditions.

1. Overview, Eligibility

- a. These Terms are a binding agreement between You and SimRush.
- b. These Terms govern Your use of the Services. The software embedded in Your Product (and any updates thereto) is licensed and governed by the [End User License](#)

[Agreement](#). All additional guidelines, terms, or rules on the Sites, including the [Privacy Policy](#), are incorporated by reference into these Terms and You are agreeing to accept and abide by them by using the Services.

- c. Subject to Section (1)(d), You may access and use the Services only if You can form a binding contract with SimRush and only if You are in compliance with the Terms and all applicable laws and regulations. If You are accepting these Terms on behalf of an entity or individual, You represent and warrant that You have full legal authority to bind such entity or individual to these Terms.
- d. If You are an Authorised User, You represent and warrant that You are over the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services), and in the event You are between the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Services) and the age of majority in the jurisdiction where You reside or access or use the Services, that You will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Services) is strictly prohibited and a violation of these Terms.

2. License

- a. **License Grant.** Subject to Your compliance at all times with these Terms, SimRush grants, under all of its rights in and to the Services, a worldwide, non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the Services solely for Your personal use, to manage and monitor Your Products and collect and receive data from Your Products. For the avoidance of doubt, the license grant in this Section 2(a) does not grant any right or license to Third Party Software (as defined in Section 2(c)).
- b. **Limitations on Use.**
 - i. The Services and its contents, features and functionality (including, without limitation, all information, software, text, graphics, images, controller and audio, and the design, selection and arrangement thereof) (collectively, the “**Content**”) are protected by United Kingdom and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
 - ii. You shall not directly or indirectly do any of the following:
 1. sell, offer for sale, lease, license, sublicense or distribute the Services or any Content;
 2. copy, reproduce, broadcast, transmit, republish, distribute, modify, prepare derivative works of, perform, publicly perform or display any Content in any way without the prior written permission of SimRush and its applicable licensors;
 3. remove or alter any copyright, trademark or other proprietary rights notices from the Content, or use the Content in contravention of any such applicable notices;
 4. copy, modify or create derivative works of, or reverse engineer, decompile, translate, disassemble or otherwise attempt to extract the source code of, any software included in the Services.

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 6. transmit or create any materials that are abusive, harassing, tortious, defamatory, libelous, harmful, fraudulent, deceptive, threatening, vulgar, obscene, invasive of another's privacy or otherwise objectionable;
 7. transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 8. impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
 9. engage in any High Risk Activities (as defined in Section 6(b)(ii));
 10. jeopardize the security of Your account or anyone else's account, or attempt, in any manner, to obtain the password, account, or other security information from any other user;
 11. interfere with, disrupt or attempt to gain unauthorised access to the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 12. remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services
 13. create a substantially similar product or service thereto, or to any component thereof; or
 14. violate any applicable law or regulation or accompanying user or technical manuals, training materials, specifications or other documentation pertaining to any Services, whether in digital or printed format.
- iii. You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Services and for paying all charges related thereto.
- c. **Third Party Software.**
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- e. **Trademarks.** All trademarks, service marks, trade names and logos and the goodwill associated therewith (“**Marks**”) included or displayed in the Services or Content are the exclusive property of SimRush or their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of SimRush or such respective holders.
- f. **User Submissions.**
 - i. SimRush does not claim ownership of any information, data, text, images or other materials You or Your devices submit for display, processing, temporary storage or distribution through the Services (collectively, “**User Submissions**”). As between SimRush and You, You own all rights to Your User Submissions. SimRush does not pre-screen User Submissions and You agree that You are solely responsible for all of Your User Submissions. SimRush is not required to host, store, process, display, return or distribute any User Submissions, and may remove Your User Submissions at any time. SimRush is not responsible for any loss, theft or damage of any kind to any User Submissions. You represent and warrant that Your User Submissions, and SimRush’s use thereof, do not and will not infringe the rights of any third party (including, without limitation, Intellectual Property Rights, rights of privacy or publicity, or any other legal or moral rights).
 - ii. In addition, You hereby grant to SimRush, without obligation, compensation, or restriction of any kind or nature, the worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right: (i) to copy, reproduce, broadcast, transmit, republish, distribute, modify, prepare derivative works of, perform, publicly perform and display any User Submissions and any copies thereof, in any format or medium now known or later developed, and including as embodied in any Product; (ii) to make, have made, use, license, rent, lease, sell, offer for sale and import the User Submissions and any copies thereof. SimRush reserves the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes.
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 - i. If You provide technical, business or other feedback, suggestions or comments to SimRush concerning the Services or any other Product (collectively, “**Feedback**”), You assign to SimRush all right, title and interest in and to any Feedback and all

- proprietary rights therein, including, without limitation, Intellectual Property Rights. You represent and warrant that the Feedback is not subject to any license terms that would purport to require SimRush to comply with any additional obligations with respect to any Services or Products that incorporate any Feedback.
- ii. To the extent the foregoing present assignment is ineffective for any reason, You hereby grant to SimRush, without obligation, compensation, or restriction of any kind or nature, the worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right: (i) to copy, reproduce, broadcast, transmit, republish, distribute, modify, prepare derivative works of, perform, publicly perform and display the Feedback and any copies thereof, in any format or medium now known or later developed, and including as embodied in any Service or Product; (ii) to make, have made, use, license, rent, lease, sell, offer for sale and import the Feedback and any copies thereof, including as embodied in any Service or Product; and (iii) to sublicense any of the foregoing rights to third parties, including the right to sublicense to further third parties, and including under Your copyrights and trade secrets and the claims of any patents owned or licensable by You that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with any Feedback or portion thereof incorporated into a Service or Product. In any case, and for the avoidance of doubt, You agree and acknowledge that the incorporation by SimRush of any Feedback into any Services or Products does not grant You any proprietary rights in or to any such Products.

3. Data; Confidentiality

- a. **Data.** You agree that SimRush may from time to time collect and use data in a form that could personally identify You (such as Your name, email address, mailing address or other contact information) or Your customers (collectively “**Personal Data**”), for any reason, including to facilitate the provision of updates to any applications or services, promote new Products and Services, authenticate Products, verify compliance with these Terms, and improve Products. Your usage and Personal Data is governed by SimRush’s [Privacy Policy](#). As provided in the [Privacy Policy](#), SimRush will not share Your or Your customers’ Personal Data with third parties without Your prior written consent.
- b. **SECURITY.** You acknowledge and agree that You provide Your personal data at Your own risk.
- c. **Special Note to International Users.** If You are accessing the Services from the any region with laws or regulations governing personal data collection and disclosure that differ from the laws of England and Wales, please be advised that Your continued use of the Services will be governed by the laws of England and Wales, our [Privacy Policy](#) and these Terms. Information about You that we collect or that You submit may be transferred to, processed in or held in countries other than the one in which You reside. If You are located in a country outside the United Kingdom and voluntarily submit Personal Data to us, You thereby consent to the general use of such information and the transfer of such information to, and storage of that information in, the or other locations in which information is stored, in each case as provided in these Terms and the [Privacy Policy](#).

d. **Confidentiality.**

- i. **“Confidential Information”** means the Services and any and all business or technical information of SimRush or a third party to whom SimRush has an obligation of confidentiality, whether disclosed in writing, orally, by electronic delivery, by inspection of tangible objects or otherwise. Confidential Information also includes, without limitation, these Terms and its purposes, trade secrets, ideas, processes, formulae, computer software (including source code), algorithms, data, data structures, scripts, applications, programming interfaces, protocols, know-how, copyrightable material, improvements, inventions (whether or not patentable), techniques, strategies, business plans, product development plans, timetables, forecasts, customer and supplier lists, product or service designs, specifications and schematics, product or service costs, product or service prices, product or service names, financial information, employee information, marketing plans, business opportunities and research, market and development activities and results.
- ii. You undertakes that You shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party’s obligations under the Contract.
- iii. You shall permit to use the Confidential Information only Authorised Users who have a need to know such Confidential Information, and who are informed of the confidential nature of the Confidential Information and are bound by obligations no less restrictive than those set forth herein applicable to such Confidential Information, in each case only for the purpose of exercising the license expressly granted hereunder. You agree not to otherwise transfer, copy, disclose, provide or otherwise make available Confidential Information in any form to any third party without the prior written consent of SimRush. You hereby guarantee the performance of the provisions hereof by any Authorised User, or any other person or entity that may obtain Confidential Information directly or indirectly from You.
- iv. You agree to implement reasonable security measures to protect Confidential Information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Services and its Content. You shall not make any copies or extracts of Confidential Information or include Confidential Information in Your own materials except as reasonably required to exercise the license granted under Section II(a). Any copies or extracts so made or information so included will include an appropriate legend identifying the same as constituting or containing Confidential Information of SimRush.
- v. You will use best efforts to cooperate with and assist SimRush in identifying and preventing any unauthorised use, copying, or disclosure of the Confidential Information, or any portion thereof. You will notify SimRush immediately in the event of any unauthorised disclosure of any Confidential Information, and will use best efforts to assist SimRush in remedying such unauthorised disclosure.
- vi. Neither party shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.

4. Access to Services

- a. **Account, Password and Security.** To use the Services, You may be required to register for a user account (“**Account**”) and provide certain information about Yourself, including Personal Data, as prompted by the applicable registration form. You represent and warrant that: (i) all required registration information You submit is truthful and accurate; (ii) You will maintain the accuracy of such information; (iii) Your use of the Services do not and will not violate any United Kingdom. or other applicable law or regulation and (iv) You are over the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services), and in the event You are between the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Services) and the age of majority in the jurisdiction where you reside or access or use the Services, that You will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. You are responsible for maintaining the confidentiality of Your passwords and You are solely responsible for all activities that occur under Your Account, whether by You or any Authorised User. You are solely responsible for any loss or damage You suffer as a result of Your failure to adequately safeguard Your password. You will immediately notify SimRush of any unauthorised use of Your password or any other breach of security related to the Services. SimRush reserves the right to require You to alter Your password if SimRush believes that Your password is no longer secure. SimRush is not liable for any loss or damage arising from Your failure to comply with the above requirements. For purposes of this Section 4, “**Access**” means to use on and through computers owned or leased and controlled by You, or through Your Account.
- b. **Authorised Users.** You may permit the Services to be Accessed by Authorised Users through Your Account, subject to the Terms set forth herein, including without limitation in Section 3(d). You are fully responsible for the compliance with these Terms by all such Authorised Users, and by any other person or entity that may have Access to the Services through You (whether or not such Access is permitted by these Terms).
- c. **Automatic Updates.** SimRush may, from time to time and at its sole option, provide patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications to the Services, including certain External Software, which items shall be deemed part of the Services and External Software hereunder. YOU HEREBY CONSENT TO ANY SUCH AUTOMATIC UPDATES. These may be automatically installed without providing any additional notice to You or receiving Your additional consent. If You do not consent, Your remedy is to terminate Your Account and stop using the Services. Notwithstanding the foregoing, SimRush withholds the right to require You to install any patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications in order to Access and use the Services.
- d. **Modifications to and Discontinuation of Services.** SIMRUSH RESERVES THE RIGHT TO MODIFY THE SERVICES WITHOUT NOTICE TO YOU. SIMRUSH FURTHER RESERVES THE RIGHT TO DISCONTINUE THE SERVICES WITHOUT NOTICE TO YOU. To the extent reasonably practical, SimRush will provide You with notice prior to any discontinuation, unless SimRush is required to immediately discontinue the service in order to comply with any law or regulations.

- e. **Continued Development.** Provision of the Services, including, as applicable, any External Software, under these Terms does not create any obligation for SimRush to continue to develop, support, repair, offer for sale or in any other way provide or develop the Services or any External Software or other items. SimRush is under no obligation to provide technical support under these Terms, and provides no assurance that any specific errors or faults in the Services, including, as applicable, any External Software, will be corrected.
- f. **Fees.** SimRush reserves the right at any time to charge fees for access to current or new services of the Services or portions thereof. In no event will You be charged for Access to such services unless SimRush obtains Your prior agreement to pay such fees. If You do not consent to the payment of such fees, however, You may not have Access to paid services. Details regarding the services You will receive in exchange for the payment of fees, as well as any payment terms and conditions that apply, will be disclosed to You prior to Your agreement to pay such fees. All such terms will be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

5. Term and Termination

- a. **Term.** These Terms will remain in full force and effect so long as You continue to access or use the Services, or until terminated in accordance with these Terms. You may discontinue Your participation in and access to the Services at any time.
- b. **Termination and Suspension.** WITHOUT LIMITING OTHER REMEDIES, SIMRUSH MAY:
 - i. TERMINATE OR SUSPEND YOUR ACCESS TO OR RIGHT TO USE ALL OR PART OF THE SERVICES WITHOUT NOTICE OR,
 - ii. TERMINATE THESE TERMS WITH RESPECT TO YOU IF SIMRUSH DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT YOU HAVE VIOLATED THESE TERMS OR HAVE ENGAGED IN ANY CONDUCT THAT SIMRUSH BELIEVES IS IN VIOLATION OF ANY APPLICABLE LAW OR REGULATION OR IS OTHERWISE HARMFUL TO THE INTERESTS OF SIMRUSH, ANY OTHER USER OR ANY THIRD PARTY.

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- c. **CONSEQUENCES OF TERMINATION; SURVIVABILITY.** Upon termination of these Terms or Your use of the Services, (i) Your Account and Your right to use the Services will automatically terminate, and (ii) You shall immediately cease using and shall destroy the software that comprises the Services and all other items in Your possession or

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6. Disclaimers

- a. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIMRUSH DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND ITS FEATURES OR FUNCTIONALITY AND ANY COMMUNICATION WITH YOU IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION. WITHOUT LIMITING THE FOREGOING, SIMRUSH DOES NOT WARRANT THAT THE OPERATION, OUTPUT OR IMPLEMENTATION OF THE SERVICES WILL: (I) MEET YOUR REQUIREMENTS; (II) BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE OR COMPLETE; (III) BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; OR (IV) THAT SIMRUSH OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR FIX ANY ERRORS OR THAT SUCH RESOLUTION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.
- b. **Emergency Response; High Risk Activities.**
 - i. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES, WHETHER STANDING ALONE OR WHEN INTERFACED WITH PRODUCTS OR THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT CERTIFIED FOR EMERGENCY RESPONSE, AND ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. MOBILE OR OTHER NOTIFICATIONS REGARDING THE STATUS OF THE SERVICES ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR EMERGENCY RESPONSE OR ANY OTHER LIFE SAFETY OR CRITICAL PURPOSES.
 - ii. NONE OF THE SERVICES ARE DESIGNED, MANUFACTURED OR INTENDED FOR THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL, EMERGENCY AND SAFETY SERVICES, HEALTHCARE FACILITIES, HOSPITALS, LIFE SUPPORT SYSTEMS OR ANY MISSION CRITICAL ENVIRONMENT, WHERE THE USE OR FAILURE OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "**HIGH RISK ACTIVITIES**"). YOU AGREE THAT YOU WILL NOT USE THE SERVICES FOR ANY HIGH RISK ACTIVITIES.
- c. **Delays.** You acknowledge and agree that the Services are intended to be accessed and used for non-time-critical information and control of Products, and are subject to sporadic interruptions and failures for a variety of reasons beyond SimRush's control, including, without limitation, Wi-Fi intermittency, service provider uptime and carrier failures. You acknowledge these limitations and agree that SimRush is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.

- d. **Data Storage.** SimRush is not responsible or liable for the deletion of or failure to store or process any information or other content provided by You, including any User Submissions or Feedback, or transmitted in the course of using the Services. You are solely responsible for securing and backing up such submissions.
- e. **Versions.** You acknowledge and agree that the Services provided to You under these Terms may be in “beta” or test form, or otherwise not intended or completed for commercial use and may therefore contain errors, bugs or similar unstable characteristics not typical of commercially released items. Such characteristics may negatively affect the operation of previously installed software or equipment. You are advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the software and accompanying materials. You acknowledge that the Services may be provided to You from time to time as a program participant solely for the purpose of providing SimRush with Feedback on the Services and the identification of defects.

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- 8. **Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that SimRush may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of SimRush's liability will be the minimum permitted under such applicable law.

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10. Export Restrictions.

- a. You acknowledge that the Services (excluding the Sites) are of United Kingdom origin. You represent and warrant that (i) You shall be solely responsible for complying with all export laws and restrictions and regulations, including United Kingdom export regulations, or other foreign agency or authority's regulations ("**Export Laws**"), and You shall not (ii) export, or allow the export or re-export of, the Services in violation of any such restrictions, laws or regulations, or available in any country in contravention of any Export Laws, or any other law, nor (iii) make the Services available in a country for which an export license or other governmental approval is required without first obtaining all necessary licenses or other approvals. You shall obtain and bear all expenses relating to any necessary licenses and exemptions with respect to the export from the United Kingdom of the Services to any location.
- b. You acknowledge that the United Kingdom government maintains embargoes and sanctions against certain countries, which may be amended from time to time, including with respect to listed countries; and that other countries may have trade laws pertaining to import, use, export or distribution of the Services. You acknowledge that, in each case, compliance with the same is Your responsibility. You represent and warrant that You are not a person or entity listed on any United Kingdom Government list of prohibited or restricted parties.
- c. Although the Sites are accessible worldwide, the Products and Services provided or accessed through or on the Sites are not available to all persons or in all countries. If You choose to access or use the Products or Services from outside a country in which SimRush supports ("**non-Target Country**"), You do so on your own initiative and You are solely responsible for complying with applicable local laws in Your country. You understand and accept that the Products or Services are not designed for use in a non-Target Country and some or all of the features of the Products or Services may not work or be appropriate for use in such a country. To the extent permissible by law, SimRush accepts no responsibility or liability for any damage or loss caused by Your accessing or use of the Services or Products in a non-Target Country. You will be bound by these Terms wherever you access or use the Sites or use the Services.

11. Miscellaneous

- a. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- b. **Entire Agreement** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
- c. **Assignment.** You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without SimRush's express written consent. SimRush may assign these Terms without Your consent provided that such assignment is to an affiliated company forming part of the SimRush group of companies.
- d. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- e. **Severability.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- f. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- g. **Interpretation.** As used herein, unless the context requires otherwise, the word "or" is not exclusive and the words "will," "will not," "shall," and "shall not" are expressions of command and not merely expressions of future intent or expectation. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The section headings in these Terms are for convenience only and have no legal or contractual effect.
- h. **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- i. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.