

ARuVR Master Subscription Agreement

This Agreement governs the purchase and use of the ARuVR Platform and related Professional Services. By accepting a Proposal or issuing a Purchase Order, the Customer ("You") agrees to be bound by these terms.

1. Definitions

- **"Platform"**: The ARuVR cloud-based XR software environment (SaaS).
- **"Professional Services"**: Consultancy, training, content creation, and implementation support as specified in a Proposal.
- **"Operational Training Program"**: A complete, structured sequence of immersive content and evaluative modules, including the VR Scenario, Manager Briefing Toolkit, Learner Handouts, and Evaluation Framework.
- **"Deliverables"**: The specific outputs of Professional Services, including but not limited to Operational Training Programs.
- **"Users"**: Your employees or contractors authorized to use the Platform.
- **"Your Content"**: Media, data, and training modules created or uploaded by You.
- **"Proposal"**: The document specifying tiers, pricing, and specific service deliverables.

2. Licence and Provision of Service

2.1 Grant of Licence: ARuVR grants You a non-exclusive, non-transferable licence for the Contract Period to access the Platform for internal training and business purposes. **2.2 Scope:** Access is granted to You and any subsidiary where You hold >51% share capital ("Group Companies"). **2.3 Availability:** ARuVR warrants a 99.9% Uptime SLA. Support is included within the subscription fee.

3. Professional Services & Project Delivery

3.1 Performance: ARuVR shall provide Professional Services with reasonable skill and care, aligned with our standard implementation methodology. **3.2 Customer Dependencies:** You acknowledge that the timely delivery of Services (including Operational Training Programs) depends on Your prompt provision of: (a) subject matter expertise; (b) raw media assets; and (c) access to relevant operational sites. **3.3 Acceptance:** For custom Deliverables, You have five (5) business days from delivery to notify ARuVR of any material non-conformance. Absence of notice constitutes acceptance.

4. Intellectual Property Rights

4.1 ARuVR IP: ARuVR owns all rights to the Platform, software, and our proprietary implementation frameworks and templates. No title is transferred to You. **4.2 Your IP:** You retain full ownership of all "Your Content" and any custom Deliverables created specifically for You, excluding ARuVR's underlying technology or pre-existing templates. **4.3 Data Portability:** Upon expiry, You are entitled to download Your Content and training analytics in standard formats (CSV/MP4).

5. Fees and Payment

5.1 Payment: Fees are invoiced annually in advance and are due within 30 days. **5.2 Price Adjustment:** At the point of renewal, fees shall increase by a rate equal to the Consumer Price Index (CPI) plus 2%. **5.3 Expenses:** Pricing excludes reasonable travel and subsistence (T&S) expenses for on-site work, which will be invoiced at cost.

6. Term and Termination

6.1 Period: The initial term is 12 months. **6.2 Auto-Renewal:** This Agreement automatically renews for 12-month periods unless written notice is given at least 30 days before the renewal date. **6.3 Exit Management:** Upon termination, ARuVR provides a 30-day grace period for data extraction, after which data is securely deleted in accordance with NCSC standards.

7. Security and Data Protection

7.1 Standards: ARuVR complies with ISO 27001 and GDPR. Data is encrypted via AES-256 and TLS 1.2+. **7.2 Vetting:** All ARuVR staff are BPSS cleared as a minimum. SC-cleared personnel are available for specific sensitive projects.

8. Warranty and Liability

8.1 Warranty: ARuVR warrants that the Platform will perform materially as described in the Service Definition. **8.2 Limitation of Liability:** Neither party is liable for indirect or consequential loss. ARuVR's total liability is capped at 125% of the annual fees paid under the applicable Proposal.

9. General

9.1 Governing Law: This Agreement is governed by the laws of England and Wales.

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