

MAGES SUITE+ Terms and Conditions

Effective Date: June 17, 2025

Preamble / Introduction:

This Agreement sets forth the legally binding terms and conditions governing the subscription to ORamaVR ("Provider", "we", "us", or "our") MAGES SUITE+ services. By clicking "I Accept" or by otherwise accessing, subscribing to, or using the MAGES SUITE+ Services, the Client ("Subscriber", "You", or "Your") agrees to be bound by these Terms and Conditions, which form a legally binding contract between Provider and Subscriber. If you are using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms. This Agreement incorporates by reference the Subscriber's specific Subscription Order, these Terms, and all applicable policies and license agreements, including but not limited to:

1. Definitions

The following terms, when used in this Agreement, shall have the meanings set forth below:

- **Agreement:** Refers collectively to these MAGES SUITE+ Terms and Conditions, the Subscriber's Subscription Order, and all referenced and incorporated policies and agreements.
- **Application:** Refers to any software application provided by Provider for use in conjunction with the Services, including but not limited to those within the **MAGES APPS LIBRARY** and the **MAGES SIMs** components of the **MAGES Virtual Training Center (VTC)**.
- **Client / Subscriber / You / Your:** The individual or entity subscribing to the MAGES SUITE+ Services.
- **Confidential Information:** Any non-public information, whether oral, written, or visual, disclosed by one party to the other, identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **Content:** Refers to Provider's **proprietary** interactive virtual reality content (e.g., applications within the **MAGES APPS LIBRARY**), which is owned or licensed by Provider and delivered to You as part of the Services or which is made available for You to access on the Platform, **excluding Custom Simulations for which ownership is granted to Subscriber under Section 6.2**.
- **Creator License:** An access-based license granted by Provider to designated Subscriber personnel enabling them to use the MAGES SUITE+ Creator tools to either create new medical XR simulations from scratch or to maintain, modify, and update existing simulations powered by MAGES Suite+. The terms of use for this license are further detailed in the [MAGES SDK EULA](#).
- **Customer Content:** All data, information, subject-matter inputs provided by the Subscriber for the purpose of creating a Custom Simulation. This includes, but is not limited to: medical procedures, reference documents, reports, templates, text, drawings, documents, visual assets, audio assets, video assets, written scenarios and any instructional, procedural, or contextual materials uploaded by You to the Platform or provided by You to Provider for the creation of Content.
- **Custom Simulation:** A medical XR simulation developed and created by Provider specifically for the Subscriber within the **MAGES Sim Builder** based on the Subscriber's specifications and the terms of the chosen Subscription Plan, which becomes accessible in the **MAGES Virtual Training Center's MAGES SIMs** component.
- **User License:** An access-based license granted by Provider to designated Subscriber personnel (users) to access, view, run and deploy the MAGES SIM Apps within the MAGES Virtual Training Center environment.
- **Fair Usage Policy:** The policy governing the reasonable and permissible use of the Services, as published by Provider and incorporated herein by reference.
- **Feedback:** Refers to any questions, comments, suggestions, ideas, original or creative materials, or other information about Provider or the Services submitted by You.

- **Intellectual Property (IP) / Intellectual Property Rights:** All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and proprietary information.
- **JARIA:** Just another ARTificial Intelligence Agent - a large language model (LLM)- based virtual assistant component of the MAGES platform.
- **Launcher:** The MAGES Launcher application, a proprietary software tool facilitating the upload and deployment of MAGES SIMs. Use of the Launcher is subject to the [MAGES Launcher EULA](#).
- **MAGES Sim Builder:** The dedicated environment within the MAGES Sim Suite + designed for developing brand-new Custom Simulation experiences, access to which is gained by subscribing to bundles or purchasing individual simulations.
- **MAGES Creator:** The component of the MAGES SUITE+ dedicated to the continuous development, change, improvement, or amendment of existing SIMs by the Subscriber or by Provider as an extra service. Access is typically via a Creator Platform License.
- **MAGES SIMs:** The individual medical XR simulations, whether pre-existing in Provider's library or custom-created for the Subscriber, accessible via the MAGES platform.
- **MAGES SUITE+ / Services:** Refers collectively to the subscription-based offering for medical XR simulations, encompassing the MAGES SIM Builder, MAGES Creator, MAGES SIM Migrator and MAGES Virtual Training Center functionalities, including the creation of Custom Simulations, access to the MAGES SUITE SDK with Creator Platform Licenses, User licenses for MAGES SIM APP access, maintenance, support, and continuous updates. This is the "Next Model" of service delivery.
- **MAGES SUITE SDK:** Provider's comprehensive curriculum builder and software development kit for authoring and managing CMXR (Custom Medical XR) applications and content, forming the core technology of the **MAGES Creator**.
- **MAGES Virtual Training Center (VTC):** The component of the MAGES SUITE+ where Subscribers access and utilize MAGES APPS LIBRARY and MAGES SIMs for training purposes. This environment includes all additional services provided by ORamaVR for SIM access and operation.
- **Migrated Simulation:** A simulation originally created outside the MAGES SUITE+ ecosystem and adapted for use within the platform through the MAGES SIM Migrator. Migrated Simulations follow the same workflow as Custom Simulations but rely on Subscriber-provided assets, storyboard, and a compiled reference build.
- **ORamaVR IP:** The Intellectual Property Rights in the Platform, the Application, the Software, the Content, the Documentation, and all other Intellectual Property Rights owned by or licensed to Provider for the provision of the Services, including any derivatives, enhancements, modifications, or developments of any of the foregoing.
- **Platform:** Refers to the MAGES SUITE+ and associated infrastructure provided by Provider for accessing and utilizing the Services.
- **Portal:** Refers to the web-based, online dashboard for all MAGES SUITE+ client services
- **Provider / ORamaVR / we / us / our:** ORamaVR SA., the provider of the MAGES SUITE+ Services.

- **Provider Development IP:** Refers to Provider's underlying Intellectual Property, including the MAGES SUITE SDK, the Platform, the Application, the Software, the Content (as defined in 1. Definitions), the Documentation, and all 3D assets, tools, libraries, and components utilized or embedded in the development of the Custom Simulation.
 - **Software:** Refers to the MAGES Suite SDK and any other software provided by Provider as part of the Services.
 - **Subscription Order:** The document, whether electronic or physical, detailing the specific MAGES SUITE+ plan chosen by the Subscriber, including the number of simulations, licenses, pricing, and subscription term. This document serves as a proposal for services and is subject to the signing of this formal contract agreement.
 - **Subscription Term:** The duration for which the MAGES SUITE+ subscription is active, commencing from the Effective Date, with a minimum commitment of twelve (12) months.
 - **XR:** Extended Reality, encompassing Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR) technologies.
 - **Computational Medical XR (CMXR):** The new field at the intersection of computational science (AI) and medical XR studying five key problems in medicine: training, planning, navigation, rehabilitation and therapy: <https://arxiv.org/abs/2108.04136>
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2. Description of Services (MAGES SIM SUITE+)

2.1. MAGES Sim Builder: Building New Simulations

- **Purpose:** The MAGES Sim Builder is the dedicated environment within the MAGES Sim Suite+ for designing and developing brand-new Custom Simulation experiences.
- **Access:** Clients gain access to this builder by subscribing to bundles or purchasing individual simulations, which also include licenses for the MAGES Virtual Training Center(VTC) and MAGES SIMs.
- **Core Activity:** This component facilitates the Custom Simulation Creation process, as detailed in Section 5.5.
- **Terms:** The process for acquiring access to the MAGES Sim Builder is automated, and its use is governed by specific terms and conditions integrated within this Agreement.

2.2. MAGES Creator: Evolving Existing Simulations

- **Purpose:** The MAGES Creator focuses on the continuous development, improvement, and adaptation of existing simulations. This space allows users (clients) or Provider (as an additional service) to make changes, improvements, or amendments to already built Custom Simulations.
- **Access:** Clients can purchase a Creator License (as defined in Section 1) to develop new SIMs themselves or to continuously refine existing ones. This component operates under the [MAGES SDK EULA](#).
- **Tools Included:**
 - The MAGES Creator environment includes:
 - Full access to the **MAGES SUITE SDK**, including Unity integration, simulation logic authoring, analytics integration, asset management, and deployment tooling for XR environments.
 - Access to upcoming Early **Generative AI Text-to-XR module**, once officially released by Provider as part of the platform roadmap.
- **Provider Services:** Provider also offers packages for further development services for Custom Simulations, the terms of which will be detailed in specific Subscription Orders or separate agreements.

2.3. MAGES Virtual Training Center: Accessing and Using Simulations

- **Purpose:** The MAGES Virtual Training Center (VTC) is the hub where users access and utilize simulations. It comprises two main components:
 - **2.3.1. MAGES APPS LIBRARY:** This is a pre-existing library of interactive virtual reality applications (as defined in Section 1). Clients can access content from this library by purchasing individual or package licenses. Provider may also offer certain free simulations at its discretion.
 - **2.3.2. MAGES SIMs:** This is a dedicated space for each client's own created or migrated Custom Simulations (as defined in Section 1). Users enter the Virtual Training Center (VTC) to access these specific SIMs. Clients purchase a certain amount of licenses (or a bundle including

licenses) for their owned MAGES SIMs. These MAGES SIMs operate within the MAGES Virtual Training Center Environment, and the license to access them includes all additional services provided by ORamaVR.

- **Overarching Platform Services:** The MAGES Virtual Training Center (VTC) and its components are supported by core platform services, including:
 - MAGES User License package (enabling hosting, access control, analytics, simulation licensing)
 - Continuous Software Updates and timely security updates for the platform and its components
 - Maintenance & Technical Support
 - Networked multi-user Coop XR capabilities.
 - LMS (Learning Management System) integration.
 - JARIA (Just another ARtificial Intelligence Agent).
 - MAGES XR Recorder.
 - MAGES Launcher for upload and deployment of MAGES SIMs.
 - 99.95% server uptime guarantee.
 - Online, secure analytics & session reports.
 - Full support for modern XR HMDs.
 - Speech-to-text & text-to-speech interaction.
 - Quarterly data backups.
 - Regular inspections of servers.

2.4. MAGES SIM Migrator: Importing External Simulations

- **Purpose:** The MAGES SIM Migrator enables the transition of XR simulations created outside the MAGES ecosystem into the MAGES SUITE+ environment. This service allows Subscribers to retain and extend the value of their existing simulations by integrating them into the MAGES platform for continued use and further development.
- **Access:** Clients gain access to this package by subscribing to bundles or purchasing individual simulations, which also include licenses for the MAGES Virtual Training Center and MAGES SIMs Migration. Migrated Simulations are treated as Custom Simulations for purposes of access, licensing, delivery, and maintenance, and are deployed within the MAGES Virtual Training Center environment.
- **Core Activity:** This component supports the **Migrated Simulation Integration** process, during which Provider reconfigures and adapts the simulation using the MAGES SUITE SDK, without generating new instructional content or 3D assets.
- **Migration Requirements:**
To be eligible for migration, the Subscriber must provide:
 - A complete storyboard and instructional flow.
 - All required 3D assets.
 - A compiled build (APK or similar) for technical reference.
- **Scope Distinction:** Unlike standard Custom Simulations built through the MAGES Sim Builder, Migrated Simulations rely on pre-existing assets and structures. Provider does not create storyboards, 3D assets, or core simulation logic from scratch under this package.

- **Terms:** The process for acquiring access to the MAGES Sim Migration Builder is automated, and its use is governed by specific terms and conditions integrated within this Agreement.

2.5. Exclusions:

Unless explicitly stated otherwise, the Services do not include:

- Any third-party software or licenses beyond those explicitly provided (e.g., while integration with Unity™ is provided, extra Unity™, OpenAI™, Photon™ charges may apply if the fair-usage limits are exceeded). It is the Subscriber's responsibility to obtain and maintain any necessary third-party licenses.
 - Hardware provision (e.g., XR HMDs, computers etc.).
 - On-site personnel deployment beyond what is expressly agreed upon for workshops or support.
 - Additional services beyond the scope of the Subscription Plan, which may be subject to separate quotations and agreements.
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3. Subscription Plans and Pricing

3.1. Subscription Plans:

- Subscriber may select one of the following MAGES SUITE+ subscription plans, as detailed in the Subscription Order. Each plan provides access to the MAGES Sim Builder and MAGES Virtual Training Center, a fixed number of simulations and a set of included User Licenses, and one (1) Creator Platform License for MAGES Creator access.
- **Basic Plan:** Includes 4 Custom Simulations per year (for MAGES Sim Builder) and 25 User Licenses (for MAGES Virtual Training Center).
- **Standard Plan:** Includes 6 Custom Simulations per year (for MAGES SIM Builder) and 50 User Licenses (for MAGES Virtual Training Center).
- **Premium Plan:** Includes 9 Custom Simulations per year (for MAGES SIM Builder) and 75 User Licenses (for MAGES Virtual Training Center).
- **Enterprise Plan:** Includes 13 Custom Simulations per year (for MAGES SIM Builder) and 100 User Licenses (for MAGES Virtual Training Center).

Each plan includes 1 Creator license (for MAGES Creator). Additional Creator Platform Licenses may be purchased with an annual commitment. Use of Creator Platform Licenses is governed by the [MAGES SDK EULA](#).

3.1.1 Migration Subscription Plans:

Subscribers may also select migration-specific plans under the MAGES SIM Migrator. These plans define the number of simulations to be migrated and the corresponding User Licenses. Details are set forth in the relevant Subscription Order.

MAGES SIM Migrator Plans:

- **Basic Plan:** Includes 4 Migrated Simulations per year (for MAGES SIM Migrator) and 10 User Licenses (for MAGES Virtual Training Center).
- **Standard Plan:** Includes 6 Migrated Simulations per year (for MAGES SIM Migrator) and 20 User Licenses (for MAGES Virtual Training Center).
- **Premium Plan:** Includes 9 Migrated Simulations per year (for MAGES SIM Migrator) and 40 User Licenses (for MAGES Virtual Training Center).
- **Enterprise Plan:** Includes 13 Migrated Simulations per year (for MAGES SIM Migrator) and 60 User Licenses (for MAGES Virtual Training Center).

3.2. User License Pricing (beyond included licenses):

For User Licenses beyond those included in the chosen plan, or for standalone User License subscriptions for the **MAGES Virtual Training Center**, additional licenses can be purchased individually or in bundles according to the company's license pricing applicable at the time of purchase.

3.3. Payment Terms:

- **Invoicing and Payment:** All fees for the **Subscription Term** are due in advance and payable in full upon subscription. The Subscriber commits to an annual payment for the chosen **MAGES SIM SUITE+** plan
- **Discounts:** A one-time 10% discount on pricing is applicable if the subscription is renewed for a second time.
- **Late Payments:** Overdue payments may be subject to interest at a rate of 1.5% per month, and Provider reserves the right to suspend or terminate Services until payment is made in full.

3.4. Price Adjustments and Sales Control:

The base price for the initial Subscription Term and its first renewal is locked upon the signing of the Subscription Order. Any future price adjustments beyond this period will be communicated to the Subscriber with at least 45 days notice prior to the renewal date. Provider reserves the right to limit the sales of its products or Services to any person, geographic region, or jurisdiction, and may exercise this right on a case-by-case basis. Provider also reserves the right to limit the quantities of any products or services offered.

3.5. Promotional Activities and Discounts:

Provider reserves the right, at its sole discretion, to offer special discounts, conduct promotional activities, or modify pricing for specific promotions at any time. Such offers will be subject to their own specific terms and conditions and do not alter the agreed-upon terms for existing subscriptions unless explicitly stated.

4. Term and Termination

4.1. Subscription Term:

The Subscription Term shall commence on the Effective Date and continue for a minimum period of **twelve (12) months**, as specified in the Subscription Order.

4.2. Early Termination by Subscriber:

Subscriber may terminate this Agreement early by providing at least sixty (60) days' written notice to Provider. In the event of early termination by Subscriber without cause:

- Subscriber shall be liable for all fees for services rendered and Custom Simulations delivered up to the effective termination date.
- Any prepaid fees for services not rendered or Custom Simulations not yet delivered will be subject to a prorated refund, calculated based on the unused portion of the subscription term and the number of simulations delivered versus contracted.
- Additionally, an early termination penalty equal to 10% of the unused portion of the Subscription Term will apply.

4.3. Termination by Provider:

Provider may terminate this Agreement immediately upon written notice to Subscriber if:

- Subscriber breaches any material term of this Agreement, including non-payment of fees, and fails to cure such breach within [e.g., thirty (30)] days after receiving written notice thereof.
- Subscriber violates the [Fair Usage Policy](#) in a material way.
- Subscriber breaches any terms of the [MAGES SDK EULA](#), [MAGES APP EULA](#), or [MAGES Launcher EULA](#).
- Subscriber engages in any activity that could harm the reputation, security, or integrity of Provider's Services or systems, or violates any term of the Prohibited Uses (Section 5).

Upon termination of this Agreement by Provider due to Subscriber's material breach, violation of the [Fair Usage Policy](#), or breach of any other incorporated terms or policies, any prepaid fees for the unutilized portion of the Subscription Term shall be non-refundable.

4.4. Effect of Termination:

Upon termination of this Agreement for any reason:

- All rights and licenses granted to Subscriber hereunder shall immediately cease.
- Subscriber shall immediately cease all use of the Services.

- Subscriber shall promptly pay all outstanding fees and charges accrued prior to the effective date of termination.
 - Provider shall make Subscriber's data available for download for a period of thirty (30) days after termination, after which Provider may delete such data.
 - The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
 - Sections relating to Intellectual Property, Confidentiality, Disclaimers, Limitation of Liability, Indemnification, Governing Law, and General Provisions shall survive termination.
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5. Client Obligations and Responsibilities

5.1. General Use and Access:

Subscriber shall use the Services in accordance with this Agreement, all applicable laws and regulations, and the [Fair Usage Policy](#). Subscriber is responsible for all activities conducted under its user accounts. Subscriber is responsible for making all arrangements necessary for access to the Services, including ensuring the hardware and/or network necessary to operate the Services has been provided by Subscriber in good working order.

5.2. Fair Usage Compliance:

Subscriber acknowledges and agrees to adhere strictly to the Fair Usage Policy. Any violation of the [Fair Usage Policy](#) may result in suspension or termination of Services, as outlined in Section 4.

5.3. Accuracy of Billing and Account Information:

Subscriber agrees to provide current, complete, and accurate purchase and account information for all purchases made. Subscriber agrees to promptly update its account and other information, including email address and credit card numbers and expiration dates, so that Provider can complete transactions and contact Subscriber as needed.

5.4. Provision of Information for Simulation Creation (MAGES Sim Builder):

Subscriber shall provide all necessary background data (bibliography, videos, images, procedural steps, reference materials) and other requested SIM data required for the creation of Custom Simulations in a timely manner.

- **Workshops:** Subscriber's Subject Matter Experts (SMEs) shall provide three (3) hourly workshops after filling in the dedicated questionnaire and providing all requested background SIM data.

5.5. SIM Creation and Delivery Process (Workflow for MAGES Sim Builder):

The creation and delivery of Custom Simulations shall follow the workflow outlined below. Subscriber's adherence to specified timelines and responsibilities is critical for timely delivery.

5.5.1. SIM Specification Submission & Approval (Client Responsibility):

- Subscriber shall fill out a detailed questionnaire (including bibliographies, images, videos) and provide all requested background SIM data.
- Subscriber's Subject Matter Experts (SMEs) shall provide three (3) hourly workshops to explain specific medical XR procedures.

- Subscriber shall submit a formal "SIM Specification Document" to Provider. This document is due **thirty (30) days before the Development Start Date** for the Custom Simulation. Automated reminders will be sent by Provider at 45, 30, and 15 days before the deadline.
- Provider will review the submitted SIM Specification Document and provide approval.
- **Freeze Date:** The final SIM Specification Document must be formally approved by Subscriber **fifteen (15) days before the Development Start Date**. No further changes will be accepted after this freeze date without a formal Change Request (Section 5.5.5).
- **Risk Mitigation:** If Subscriber does not adhere to these deadlines, the overall timeline for the Custom Simulation may be delayed, and/or additional costs may apply.

5.5.2. Development (Provider Responsibility):

- Provider's Development Team will work on the Custom Simulation based on the approved SIM Specification Document. Internal quality assurance (QA) will be performed by Provider throughout this phase.
- **Estimated Timeline:** Approximately sixty (60) days per SIM development, subject to complexity and current capacity.
- **Deliverable:** Provider will deliver an Alpha version of the Custom Simulation to Subscriber.

5.5.3. Alpha Review & Feedback (Client Responsibility):

- Upon receipt of the Alpha version, Subscriber shall review the Custom Simulation and provide detailed feedback and/or change requests to Provider.
- **Timeline:** Subscriber's feedback is due within **fifteen (15) days of Alpha version delivery**.
- **Risk Mitigation:** Delayed feedback from Subscriber may extend the overall development timeline for the Custom Simulation.

5.5.4. Integration & Refinement (Provider Responsibility):

- Provider's Development Team will integrate the Client's feedback and perform further internal QA.
- **Estimated Timeline:** Approximately thirty (30) days for refinement, subject to the complexity of the feedback received.
- **Deliverable:** Provider will deliver a Beta version of the Custom Simulation to Subscriber.

5.5.5. Beta Review & Final Approval (Client Responsibility):

- Upon receipt of the Beta version, Subscriber shall conduct a final review of the Custom Simulation.
- **Timeline:** Subscriber's formal acceptance and final approval of the SIM is due within **ten (10) days of Beta version delivery**.
- **Risk Mitigation (Change Requests):** Any new feature requests or significant changes beyond the scope of the approved SIM Specification Document at this

Beta stage may be considered a Change Request and will incur additional costs and/or delays. All Change Requests must be submitted via a formal change request form, reviewed and approved by Provider, with potential cost implications.

5.5.6. Final Polish & Deployment (Provider Responsibility):

- Provider's QA Team will perform final checks and bug fixing on the Custom Simulation.
- **Estimated Timeline:** Approximately five (5) to seven (7) days.
- **Deliverable:** The Custom Simulation will be deployed live on the MAGES Platform, accessible via the Subscriber's User Licenses in the **MAGES Virtual Training Center (VTC)**.

5.5.7. Post-Deployment Maintenance & Updates (Provider Responsibility):

Ongoing maintenance, security updates, bug fixes, and platform improvements for deployed Custom Simulations are performed by Provider as part of the MAGES SUITE+ subscription.

5.5.8. SIM Standards (Quality & Functional Criteria)

All Custom Simulations developed by Provider under this Agreement shall conform to the following baseline standards, unless otherwise agreed in writing:

- **Platform Compatibility:** Each simulation will be deployed on the MAGES Virtual Training Center and will be compatible with the XR headset model(s) specified by the Subscriber, provided they meet the minimum technical requirements defined by the Provider.
- **Narrative & Flow:** The simulation's story, instructional flow, and procedural logic will follow the structure and content submitted and approved by the Subscriber in the SIM Specification Document, as outlined in Section 5.5.1.
- **Medical Content Accuracy:** All simulation content must reflect the medical procedures and data submitted and approved in the SIM Specification Document.
- **Performance:** Stable frame rate, low latency interaction, and optimized performance for intended hardware.
- **Interaction:** All required clinical interactions (e.g., procedural steps, instrument use) must be logically sequenced and functionally accurate.
- **Instructional Clarity:** Simulations shall include in-simulation guidance (e.g., visual prompts, voiceovers, or tooltips) to ensure training usability.
- **Design Quality:** Visual and spatial elements must meet ORamaVR's visual design standards and pass internal QA review.
- **Accessibility:** Standard text prompts and voice components should be clearly legible/audible under normal conditions.

Documentation: Each SIM shall be accompanied by a brief functional overview document outlining objectives, included features, and usage guidance.

5.6. SIM Migration and Delivery Process (Workflow for MAGES SIM Migrator):

The integration and deployment of Migrated Simulations shall follow the workflow outlined below. Subscriber's adherence to the submission requirements and timeline is critical for timely delivery.

5.6.1. Migration Package Submission & Feasibility Review (Client Responsibility):

- Subscriber shall submit all required materials to initiate the migration process. These include:
 - A complete storyboard and instructional flow
 - All necessary 3D assets and source media.
 - A compiled build (e.g., APK or executable) for technical reference.
- Provider will assess the submitted materials and confirm technical feasibility before initiating migration.
- **Freeze Date:** The final migration assets must be submitted and confirmed by Provider at least fifteen (15) days before the Migration Start Date. After this point, any change will require a formal Change Request (Section 5.6.5).
- **Risk Mitigation:** Failure to submit complete and compatible materials on time may result in delivery delays and/or additional service fees.

5.6.2. Migration & Adaptation (Provider Responsibility):

- Provider's Development Team will reconfigure the submitted simulation using the MAGES SUITE SDK and platform tools to ensure technical and visual compatibility with the MAGES Virtual Training Center.
- **Estimated Timeline:** Approximately thirty (30) to forty-five (45) days per migrated SIM, subject to complexity and material quality.
- **Deliverable:** Provider will deliver a functional Alpha version of the Migrated Simulation for Subscriber review.

5.6.3. Alpha Review & Feedback (Client Responsibility):

Upon receipt of the Alpha version, Subscriber shall review the Migrated Simulation and provide detailed feedback and/or change requests to Provider, as outlined in Section 5.5.3.

5.6.4. Integration & Refinement (Provider Responsibility):

Provider's Development Team will integrate the Subscriber's feedback and conduct internal quality assurance (QA), as outlined in Section 5.5.4.

5.6.5. Beta Review & Final Approval (Client Responsibility):

Upon receipt of the Beta version, Subscriber shall conduct a final review and provide formal acceptance of the Migrated Simulation, as outlined in Section 5.5.5.

5.6.6. Final Polish & Deployment (Provider Responsibility):

Provider's QA Team will perform final quality checks and bug fixing, followed by deployment of the Migrated Simulation to the MAGES Platform, as outlined in Section 5.5.6.

5.6.7. Post-Deployment Maintenance & Updates (Provider Responsibility):

Ongoing support, platform updates, and maintenance for deployed Migrated Simulations shall be provided by Provider, as outlined in Section 5.5.7.

5.5.8. SIM Standards (Quality & Functional Criteria)

All Migrated Simulations will be developed and deployed in accordance with the same technical and design standards as outlined in Section 5.5.8

5.7. User Accounts and Security and Data Backup:

Subscriber is responsible for maintaining the confidentiality of all user accounts, passwords, and access credentials associated with the Services. Subscriber shall promptly notify Provider of any unauthorized use of its accounts or any other security breach. Subscriber shall be solely responsible for maintaining and backing up any of Subscriber's content uploaded, posted, or transmitted via the Services.

The subscriber is responsible for assigning their user accounts to specific physical individuals within their organization and downloading offline analytics and other user data. Additionally, the subscriber is accountable for resetting or purging all user data associated with this user account prior to assigning it to another physical individual.

5.8. Prohibited Uses and Content:

Subscriber shall not, and shall not permit any third party to:

- Use the Services for any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- Violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.
- Infringe upon or violate Provider's intellectual property rights or the intellectual property rights of others.
- Harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- Submit false or misleading information.
- Upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet.
- Collect or track the personal information of others.

- Spam, phish, pharm, pretext, spider, crawl, or scrape.
 - Engage in any obscene or immoral purpose.
 - Interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet.
 - Reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without express written permission by Provider.
 - Upload, post, or transmit any content that: (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) Subscriber does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); or (c) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
 - Copy, reproduce, or otherwise process the Content except as expressly permitted within the Platform.
 - Decompile, disassemble, reverse engineer, or attempt to derive the source code of the Services.
 - Modify, adapt, alter, translate, or create derivative works of the Services or Provider's Content, except as expressly permitted by Provider.
 - Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices on the Services or Provider's Content.
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6. Intellectual Property Rights

6.1. Provider's Intellectual Property:

Provider retains full and exclusive ownership of all Intellectual Property Rights in and to the ORamaVR IP, including the MAGES SUITE SDK, MAGES User licensing, MAGES Launcher, JARIA, all pre-existing MAGES Apps (within the MAGES APPS LIBRARY), all SDK-related IP, the Platform, the Application, the Software, the Content, the Documentation, and any derivatives, enhancements, modifications, or developments thereof. Nothing in this Agreement grants Subscriber any ownership interest in Provider's IP.

6.2. Ownership and License of Customer Content and Custom Simulations:

6.2.1. Customer Content Ownership:

Subscriber shall own all Intellectual Property Rights in Customer Content (i.e., data, information, reports, templates, text, drawings, documents, visual assets, audio assets, video assets, and other materials uploaded by You to the Platform or provided by You to Provider for the creation of Content). Subscriber shall ensure that all Customer Content is accurate and complete in all material respects and that Provider's use thereof will not infringe the rights of any third party.

6.2.2. License to Provider for Customer Content:

By creating, uploading, posting, or transmitting Customer Content via the Services, Subscriber grants to Provider a worldwide, non-exclusive, royalty-free, fully paid, perpetual, and irrevocable license to reproduce, distribute, modify, and adapt such Customer Content solely for the purpose of providing the Services to Subscriber under this Agreement, including enabling the functionality of the SIM in the Platform, and for internal quality assurance, troubleshooting, and maintenance of the Services specifically for Subscriber's account. This license does not grant Provider the right to publicly display, publish, translate, create derivative works from Customer Content for commercial purposes, or to sublicense such rights to its service providers, except as strictly necessary for the technical operation and delivery of the Services to Subscriber.

6.2.3. Custom Simulations Developed by Provider:

Regarding the final, interactive Custom Simulation applications built by Provider using Subscriber's Customer Content and Provider's proprietary development tools and IP within the scope of the Subscription Plan:

6.2.3.1. Subscriber Ownership of Custom Simulation:

For Custom Simulations developed by Provider within the scope of the Subscription Plan, Subscriber shall own the intellectual property rights in and to the specific compiled simulation application and its associated source code delivered to Subscriber. While Subscriber owns the compiled simulation and associated source code, portions of the simulation may rely on Provider Development IP (e.g., SDK

components). As such, full functionality may require ongoing access to licensed components from Provider.

6.2.3.2. Provider's Retained Intellectual Property (Provider Development IP):

Provider retains full and exclusive ownership of its underlying Intellectual Property, including the MAGES SDK, the Platform, the Application, the Software, the Content (as defined in 1. Definitions), the Documentation, and all 3D assets, tools, libraries, and components utilized, developed for or embedded in the development of the Custom Simulation (collectively, "Provider Development IP"). Subscriber's ownership of the Custom Simulation and its source code is subject to and dependent upon the continued functionality and license of Provider Development IP as integrated within the Custom Simulation.

6.2.3.3. License from Subscriber to Provider for Custom Simulations:

Subscriber hereby grants Provider a non-exclusive, worldwide, royalty-free, fully paid, perpetual, and irrevocable license to host, maintain, operate, update, reproduce, and display the Custom Simulations (including their source code and compiled application) for the sole purpose of providing the Services to Subscriber under this Agreement. This license also permits Provider to use the Custom Simulations for internal quality assurance, troubleshooting, and platform improvement, provided that Subscriber's Confidential Information and Customer Content contained within the SIMs are handled in accordance with Section 8.2 (Confidentiality).

6.2.3.4. Modification Rights:

While Subscriber owns the Custom Simulation and its source code, any modification to the source code performed by Subscriber outside of the Provider's Platform or without using Provider's Creator Platform License and tools may impact the SIM's functionality, compatibility, and future support from Provider. Provider is not responsible for issues arising from such independent modifications. Subscriber may modify their Custom Simulation source code using a valid Creator Platform License as long as the Subscription remains active.

6.2.3.5. Migration Right:

Upon termination of this Agreement, and subject to Subscriber having paid all outstanding fees, Provider shall, upon Subscriber's written request within thirty (30) days of termination, provide Subscriber with the then-current final compiled version of any Custom Simulations delivered during the Subscription Term, along with their associated source code, in a standard format reasonably suitable for migration. Subscriber acknowledges that Custom Simulations' functionality is reliant on Provider Development IP (as defined in Section 6.1 and 6.2) and may require Subscriber to secure necessary licenses or tools from third parties or Provider to operate, maintain, or modify the Custom Simulations independently of the MAGES Platform. Subscriber shall be solely responsible for arranging and executing any such migration. Features relying exclusively on the MAGES Platform (e.g., cloud analytics, networked multi-user access, JARIA, LMS integration, Provider's ongoing updates via the Platform, and use of Provider's Creator Platform License) will cease upon termination.

6.3. License Grant to Subscriber (General):

Subject to the terms and conditions of this Agreement, Provider grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the MAGES SUITE+ Services, including the MAGES SUITE SDK (for MAGES Creator), MAGES User, MAGES SIM Apps (in MAGES Virtual Training Center), and Custom Simulations (in MAGES Virtual Training Center), solely for Subscriber's internal business purposes during the Subscription Term and in accordance with the number of Creator Platform Licenses and User Licenses specified in the Subscription Order.

7. Feedback:

Subscriber may submit questions, comments, suggestions, ideas, original or creative materials or other information about Provider or the Services (collectively, "Feedback"). Feedback is non-confidential. Provider will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Subscriber.

8. Data Privacy and Security

8.1. Data Handling:

Provider will collect, store, and process Subscriber data, including usage analytics and session reports, in accordance with its Privacy Policy. Provider shall implement appropriate technical and organizational measures to protect Subscriber data from unauthorized access, disclosure, alteration, or destruction. Subscriber understands that its content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. The terms of a separate Data Processing Addendum (DPA) shall apply to Provider's processing of Personal Data under these Terms, where applicable.

8.2. Confidentiality:

Both parties agree to maintain the strict confidentiality of all Confidential Information disclosed by the other party. Neither party shall use the other's Confidential Information for any purpose other than as necessary to perform its obligations under this Agreement. This obligation of confidentiality shall survive the termination of this Agreement for a period of five (5) years.

8.3. Security Measures:

Provider commits to providing secure servers with 99.95% guaranteed uptime, timely security updates to protect data and infrastructure, and quarterly data backups.

9. Disclaimers and Limitation of Liability

9.1. Disclaimer of Warranties:

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

9.2. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES OR BUSINESS, LOSS OF AGREEMENTS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, LOSS OF OR DAMAGE TO GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR ANY PRODUCTS PROCURED USING THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN (EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY SUBSCRIBER TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Provider's liability shall be limited to the maximum extent permitted by law.

9.3. Exclusions:

Provider shall not be liable for any damages or losses resulting from:

- Subscriber's failure to comply with its obligations under this Agreement, the EULAs, or the [Fair Usage Policy](#).
- Any unauthorized access to or use of Subscriber's accounts or data, unless caused by Provider's gross negligence or willful misconduct.
- Force Majeure events (see Section 14).

- Any issues arising from third-party software, hardware, or internet connectivity not directly controlled by Provider.
 - The use of optional third-party tools; Provider provides access to such tools "as is" and "as available" without any warranties and shall have no liability whatsoever arising from or relating to their use.
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10. Indemnification

10.1. Subscriber Indemnification:

Subscriber agrees to indemnify, defend and hold harmless ORamaVR and its parent, subsidiaries, affiliates, partners, officers, directors, employees, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and any entities associated with ORamaVR, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of:

- Subscriber's breach of these Terms and Conditions or the documents they incorporate by reference.
- Subscriber's violation of any law or the rights of a third-party.
- Subscriber's use of the Services in violation of this Agreement, the EULAs, or the [Fair Usage Policy](#).
- Any claim brought against Provider for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, Provider's use of the Customer Content provided by Subscriber.

10.2. Provider Indemnification (for IP Infringement):

Provider shall defend Subscriber against any claim by a third party that Subscriber's use of the Services in accordance with this Agreement infringes any patent, copyright, or trademark of such third party and will indemnify Subscriber for any amounts finally awarded against Subscriber in connection with such claim, or for any settlement amount approved by Provider, provided that Subscriber: (a) promptly gives Provider written notice of the claim; (b) gives Provider sole control of the defense and settlement of the claim; and (c) provides Provider with all reasonable assistance.

11. Support and Maintenance

11.1. Technical Support:

Provider will offer comprehensive technical support for the Services. This includes providing 24/7 support for critical technical issues and queries. Response times and resolution targets will be as defined in Provider's Service Level Agreement (if any) or internal policies.

11.2. Maintenance:

Provider will perform regular maintenance on the MAGES User licensing and associated infrastructure to ensure optimal performance and security. Scheduled maintenance may occasionally require temporary downtime, which will be communicated in advance whenever feasible.

11.3. Training:

Provider will offer comprehensive training sessions for Subscriber's personnel on using the MAGES SUITE SDK (for MAGES Creator) and MAGES SIM Apps (for MAGES Virtual Training Center).

12. Modifications to Terms

Provider reserves the right to modify these Terms and Conditions at any time. Any material changes will be communicated to Subscriber via email or through a prominent notice on the MAGES platform at least [e.g., thirty (30)] days prior to the changes becoming effective. Subscriber's continued use of the Services after such notification constitutes acceptance of the modified Terms. If Subscriber does not agree to the modified Terms, Subscriber may terminate this Agreement in accordance with Section 4.

13. Governing Law and Dispute Resolution

13.1. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.

13.2. Dispute Resolution and Jurisdiction:

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be finally and exclusively settled by the courts of the canton of Geneva, Switzerland, subject to a right of appeal to the Swiss Federal Supreme Court.

13.3. Class Action Waiver:

YOU AND PROVIDER AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES IS PERSONAL TO YOU AND PROVIDER AND THAT SUCH DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ARBITRATION AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, you and Provider agree that a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

14. General Provisions

14.1. Force Majeure:

Provider shall not be liable for any delay or failure in performance under this Agreement due to causes beyond its reasonable control, including but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

14.2. Assignment:

Subscriber may not assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of Provider. Provider may assign this Agreement without Subscriber's consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

14.3. Severability:

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

14.4. Entire Agreement:

This Agreement, including all referenced documents and the Subscription Order, constitutes the entire agreement and understanding between Provider and Subscriber with respect to the subject matter hereof and governs Subscriber's use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between Provider and Subscriber. The failure of Provider to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14.5. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified or registered mail (return receipt requested), or by recognized overnight courier service, to the addresses specified in the Subscription Order or as otherwise updated by written notice.

14.6. Limitation on Time to File Claims:

ANY CAUSE OF ACTION OR CLAIM SUBSCRIBER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Exhibit A — Third-Party Notices & Licenses (MAGES SUITE+)

This Exhibit lists third-party engines, SDKs, libraries, runtimes, fonts, and cloud/AI services used with ORamaVR's MAGES platform. Some are open-source (governed by their own OSS licenses); others are proprietary (governed by vendor terms). Certain platform SDKs are **not bundled** with the MAGES™ SDK and must be licensed directly by the developer/vendor.

A. Proprietary Engines, SDKs & Runtimes (not redistributed by Provider)

- **Unity Engine** — [Unity Terms of Service](#).
- **Photon Networking** — [Photon License](#).
- **SteamVR SDK / Runtime** — [Valve EULA/Enterprise Terms](#).
- **Meta / Oculus SDK** — [Meta SDK License](#).
- **HTC VIVE Wave / OpenXR SDK** — [HTC VIVE License](#).
- **OpenXR SDK (Khronos Group / Registry)** — platform standard (see [OpenXR Registry](#)).

Note: XR platform SDKs (OpenXR, SteamVR, Oculus, Wave, etc.) are **not shipped, bundled, or licensed** by ORamaVR as part of the MAGES™ SDK; end-developers obtain and accept these licenses directly. ORamaVR uses them internally when building simulations, under each vendor's terms.

B. Unity Asset Store / Commercial Plug-ins

- **Dissonance Voice Chat Plugin** — [Unity Asset Store EULA](#).
- **Final IK Plugin** — [Unity Asset Store EULA](#).

C. Open-Source Components (included; subject to their OSS licenses)

- **Nebular (UI Framework)** — MIT.
- **ngx-admin (Admin Template)** — MIT.
- **ng2-smart-table (Data Grid)** — MIT.
- **angular-auth-oidc-client (Authentication)** — MIT.
- **ngx-charts; ngx-echarts** — MIT.
- **IdentityServer4 (Authentication Server)** — Apache-2.0.
- **MailKit** — MIT.
- **GLM (OpenGL Mathematics)** — MIT.
- **Math.NET Numerics** — MIT.
- **Newtonsoft.Json** — MIT.
- **Liberation Sans Font** — [SIL Open Font License 1.1](#).

OSS disclosure practice: MIT/BSD/OFL require inclusion of license texts/attributions; Apache-2.0 requires LICENSE and applicable NOTICE. No GPL/LGPL/AGPL components are used in a way that would impose copyleft obligations on ORamaVR's proprietary code. Required texts are included in product materials and mirrored on the Third-Party Notices page.

D. Cloud & AI Services (consumed via API; not redistributed)

- **Microsoft Azure Cloud Platform & APIs** (incl. **Azure Speech Studio API**) — [Microsoft Azure Legal Terms](#).
- **OpenAI API (ChatGPT / JARIA AI Assistant)** — [OpenAI Terms of Use](#).

E. Platform SDKs & Toolchains (developer must hold the vendor license)

- **Apple SDKs / Tools:** Xcode, iOS SDK, macOS SDK, visionOS SDK, ARKit, RealityKit — [Xcode and Apple SDK Agreement](#); Apple Developer Program License.
- **Microsoft Platform SDKs / Tools:** Windows SDK, Visual Studio IDE, .NET SDK/Runtime, Microsoft OpenXR Runtime — Microsoft license terms.
- **Android SDK / Android Studio** — Android Software Development Kit License.

Note: These are required for building/signing/distributing on their respective platforms and are **not bundled** with the MAGES™ SDK.