

ORamaVR SA

ORamaVR Medical 3D Asset Library Asset Library Licence

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CRITICAL — THIS LICENCE RESTRICTS YOUR USE OF ALL ASSET LIBRARY FILES. By using ORamaVR Creator Pro you also accept this Asset Library Licence (OVR-ASSET-LIC-001). Asset Library files are licensed, not sold. All access, export, retention, and post-termination obligations in this Licence are strictly enforced. Breach is a material breach of the Creator Pro EULA and may result in immediate termination and legal action.

Article 1 — Purpose and Relationship to Creator Pro EULA

1.1 This Asset Library Licence ("Licence") governs access to and use of the ORamaVR Medical 3D Asset Library (the "Asset Library") by any person or entity holding a Creator Pro Licence under the ORamaVR Creator Pro End-User Licence Agreement (OVR-CRE-001) (the "Creator Pro EULA"). This Licence is incorporated into and forms part of the Creator Pro EULA.

1.2 In the event of conflict between this Licence and the Creator Pro EULA on Asset Library-specific matters, this Licence prevails. In all other respects, the Creator Pro EULA governs.

1.3 This Licence does not apply to the Creator Pro software, OMEN, the VTC Platform, or JARIA; those are governed solely by the Creator Pro EULA and the JARIA Terms of Use respectively.

1.4 Defined terms used in this Licence have the meanings given to them in the Creator Pro EULA (OVR-CRE-001) and the ORamaVR Master Glossary (OVR-GLO-001) unless defined below.

Article 2 — Definitions

Term	Definition
Asset Export	Any act of saving, exporting, copying, extracting, or transmitting an Asset Library file — or any derivative of it —

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	in any format (including FBX, OBJ, glTF, USDZ, DAE, STL, textures, audio files, and animation rigs) to any location outside the Creator Pro runtime environment, whether to a local file system, version-control repository, cloud storage service, third-party tool, or any other destination.
Asset Library	The ORamaVR Medical 3D Asset Library: all medical three-dimensional models, procedural anatomical assets, clinical environment assets, instruments, textures, audio, animation rigs, and associated multimedia content made available to Creator Pro licensees by ORamaVR as part of the Creator Pro tier, as updated from time to time.
Asset Library File	Any individual file forming part of the Asset Library, in any format.
Embedded Asset	An Asset Library File that has been compiled or baked into a Derivative Work build package such that it cannot be extracted from that package in its original source form using standard tooling.
Licensee	The individual or legal entity holding a Creator Pro Licence that has accepted the Creator Pro EULA and this Licence.
Staged Asset	An Asset Library File held in Licensee's local project directory or version-control repository in its original source format as part of an active Creator Pro project during a valid Subscription Period. A Staged Asset is a controlled work-in-progress file subject to the restrictions in Article 4 and Article 7.
Subscription Period	The twelve-month term of a Creator Pro Licence, as defined in the Creator Pro EULA.
Technical Protection Measure	Any watermark, UUID tag, digital signature, metadata field, access-control mechanism, or other identifier embedded in or applied to an Asset Library File by ORamaVR.

Article 3 — Licence Grant

3.1 Subject to Licensee's continued compliance with this Licence and the Creator Pro EULA, ORamaVR grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use Asset Library Files solely within Creator Pro for the sole purpose of incorporating those files into Derivative Works during the Subscription Period (the "Asset Library Licence").

3.2 The Asset Library Licence expressly permits:

- accessing Asset Library Files within the Creator Pro runtime environment;
- incorporating Asset Library Files into Derivative Work builds as Embedded Assets;
- holding Asset Library Files as Staged Assets in an active Creator Pro project directory during the Subscription Period, subject to the conditions in Article 4;
- deploying Derivative Works containing Embedded Assets to end users pursuant to §8.4 of the Creator Pro EULA.

3.3 All rights not expressly granted in §3.2 are reserved by ORamaVR. This Licence does not convey any ownership rights in any Asset Library File.

Article 4 — Conditions Governing Staged Assets

4.1 Staged Assets are permitted solely as a necessary technical incident of an active Creator Pro authoring workflow. A Staged Asset is a controlled work file, not a licensed deliverable.

4.2 Licensee shall maintain Staged Assets exclusively in a project directory that is:

- stored on hardware owned or controlled exclusively by Licensee;
- not accessible to any person who is not an Authorised User under the applicable Creator Pro seat;
- if stored in a version-control repository, held in a private repository with access controls preventing third-party access;
- if stored in cloud storage, held in a service instance controlled by Licensee with access controls preventing third-party access.

4.3 Licensee shall not hold Staged Assets in any public repository, public cloud storage bucket, shared network drive accessible to persons other than Authorised Users, or any location that creates a risk of third-party access.

4.4 The number of distinct Asset Library File identifiers held as Staged Assets in any project directory shall not exceed the total number of such identifiers accessible within the Creator Pro runtime for the applicable seat. Licensee shall not systematically accumulate Staged Assets across multiple projects for the purpose of building a proprietary asset library derived from the Asset Library.

4.5 On expiry or termination of the Subscription Period for any reason, all Staged Assets become unlicensed immediately. Licensee's deletion and certification obligations under Article 8 apply without grace period.

Article 5 — Prohibited Uses

The following prohibitions are absolute. There are no exceptions except with ORamaVR's prior written consent. Each prohibition, if breached, constitutes a material breach of this Licence and the Creator Pro EULA.

5.1 Licensee shall not, and shall ensure that its Authorised Users do not:

- perform any Asset Export other than as a Staged Asset held under the conditions in Article 4;
- transfer, provide, sublicense, distribute, sell, make available, or disclose any Asset Library File in source format (FBX, OBJ, glTF, or any other format) to any third party for any purpose whatsoever;
- incorporate any Asset Library File into any product, tool, platform, pipeline, or workflow other than a Derivative Work deployed to end users per §8.4 of the Creator Pro EULA;
- use any Asset Library File after expiry or termination of the Subscription Period for any purpose, including to compile new Derivative Work builds;
- upload or transmit any Asset Library File to any AI model training pipeline, generative AI service, machine-learning dataset, or synthetic data generation process;
- use any tool, script, automation, or manual process to bulk-extract, batch-export, or systematically copy Asset Library Files from the Creator Pro runtime environment;
- remove, obscure, alter, overwrite, or strip any Technical Protection Measure applied to any Asset Library File;
- reproduce, adapt, or create derivative works from any Asset Library File except as Embedded Assets within a Derivative Work compiled and deployed under this Licence;
- reverse-engineer, decompile, or disassemble any Asset Library File or any component of the Asset Library catalogue infrastructure;
- use any Asset Library File in connection with any product or service that competes with Creator Pro, the Asset Library, or any other ORamaVR product;
- retain Asset Library Files on any device or storage medium following expiry or termination of the Subscription Period (see Article 8).

5.2 Licensee shall not attempt to circumvent any Technical Protection Measure by any technical, procedural, or contractual means.

5.3 Licensee shall implement reasonable technical and organisational measures to prevent its Authorised Users from performing any act prohibited under §5.1, including access controls on all directories containing Staged Assets.

Article 6 — Technical Protection Measures

6.1 ORamaVR may embed, at its discretion, Technical Protection Measures in Asset Library Files, including without limitation:

- UUID tags uniquely identifying each Asset Library File and linking it to a specific Licensee seat;
- invisible watermarks embedded in texture files, geometry, or metadata;
- digital signatures or checksums enabling verification of file integrity and provenance;
- access tokens or licence-check calls within the Creator Pro runtime.

6.2 Licensee acknowledges that Technical Protection Measures may be present in Asset Library Files and undertakes not to remove, circumvent, or interfere with them.

6.3 ORamaVR may use Technical Protection Measures to identify the source of any unauthorised Asset Library File distribution, which shall constitute evidence of breach for the purposes of Article 9 and Article 11.

6.4 ORamaVR does not warrant that Technical Protection Measures are present in any particular Asset Library File, and their absence from any file does not affect the Licensee's obligations under this Licence.

Article 7 — Intellectual Property

7.1 ORamaVR and its licensors retain all right, title, and interest in and to the Asset Library and each Asset Library File. No ownership rights are transferred to Licensee by this Licence or by the Creator Pro EULA.

7.2 Asset Library Files incorporated as Embedded Assets in a Derivative Work remain the property of ORamaVR. Licensee's ownership of the Derivative Work does not extend to the Embedded Assets.

7.3 ORamaVR's grant of the deployment sublicense under §4.2.2 of the Creator Pro EULA is the only mechanism by which Background IP (including Embedded Assets) may be included in a distributed Derivative Work. No other implied licence arises from this Licence.

Article 8 — Post-Termination Obligations

8.1 On expiry or termination of the Creator Pro EULA (and therefore of this Licence) for any reason:

- all rights granted under this Licence terminate immediately and without notice;
- Licensee shall cease all use of Asset Library Files;
- Licensee shall promptly delete or destroy ALL Asset Library Files in any format in its possession or control, including: all Staged Assets in any project directory; all copies in any version-control repository; all copies in any cloud storage; all copies on any backup medium; and all copies on any device used by any Authorised User;
- Licensee shall not compile any new Derivative Work build incorporating Asset Library Files;
- Embedded Assets within already-distributed Derivative Work builds on end-user devices are not required to be recalled, but Licensee shall not distribute new copies of any such Derivative Work build.

8.2 Certification. Within ten (10) business days of expiry or termination, Licensee shall provide ORamaVR with written certification, signed by an authorised representative of Licensee, confirming:

- all Asset Library Files have been deleted from all locations and media;
- the deletion method employed (e.g. secure erasure standard);
- the name and title of the authorised representative certifying compliance.

8.3 Failure to provide the certification required by §8.2 within the prescribed period is itself a breach of this Licence. ORamaVR may pursue audit rights under Article 10 and legal remedies under Article 11 without further notice.

8.4 Survival. This Article 8, together with Articles 6, 7, 9, 10, 11, and 12, survives expiry or termination of this Licence.

Article 9 — Confidentiality

9.1 Asset Library Files constitute ORamaVR's confidential information. Licensee shall protect Asset Library Files with at least the same degree of care as its own most sensitive confidential information, and in any event with no less than reasonable care.

9.2 Licensee shall disclose Asset Library Files only to Authorised Users who require access for the purposes of an active Creator Pro authoring project.

9.3 Licensee acknowledges that unauthorised disclosure, distribution, or use of Asset Library Files would cause ORamaVR irreparable harm for which monetary damages would be an inadequate remedy, and that ORamaVR is entitled to seek immediate injunctive relief without the requirement to post bond or other security, in addition to any other remedy.

Article 10 — Audit Rights

10.1 On ten (10) business days' written notice and no more than once per calendar year (unless material breach is reasonably suspected), ORamaVR may conduct or commission an independent audit of Licensee's Asset Library usage. The scope of such audit includes:

- the number and identity of Asset Library Files held as Staged Assets by Licensee;
- whether Staged Assets are held under the conditions required by Article 4;
- whether any Asset Exports prohibited by Article 5 have been made;
- whether all Asset Library Files have been deleted following termination as required by Article 8;
- whether any Asset Library File has been transferred to any third party.

10.2 Licensee shall maintain, during the Subscription Period and for two (2) years following termination, records sufficient to demonstrate compliance with this Licence, including logs of Asset Library File access and any Asset Exports.

10.3 Audit costs are borne by ORamaVR unless the audit reveals a material breach, in which case Licensee shall reimburse ORamaVR's reasonable audit costs. An audit revealing a material breach shall entitle ORamaVR to conduct further audits without restriction as to frequency during the following twelve months.

10.4 If Licensee fails to provide the certification required by §8.2 or fails to cooperate with an audit under §10.1, ORamaVR may apply to a court of competent jurisdiction for an order requiring such cooperation.

Article 11 — Remedies for Breach

11.1 Breach of any obligation in Articles 4, 5, 6, 8, or 9 is a material breach of this Licence and of the Creator Pro EULA. ORamaVR may:

- terminate the Creator Pro EULA and this Licence with immediate effect on written notice, without any cure period;
- seek injunctive or other equitable relief from a court of competent jurisdiction without the requirement to demonstrate actual damages or to post bond;
- seek damages, including damages for loss of licence revenue, harm to the Asset Library's commercial value, and any unjust enrichment of Licensee;

- require Licensee to account for and pay to ORamaVR any revenue generated by Licensee from any product or service that incorporates or was developed using unauthorised Asset Library Files.

11.2 ORamaVR's remedies under this Licence are cumulative and without prejudice to any other remedy at law or in equity.

11.3 Licensee shall be liable for breaches of this Licence by its Authorised Users as if Licensee had committed the breach directly.

Article 12 — General

12.1 Governing law. This Licence is governed by Swiss law (excluding conflict of laws principles). Disputes arising out of or in connection with this Licence shall be finally and exclusively settled by the courts of the Canton of Geneva, subject to appeal to the Swiss Federal Supreme Court.

12.2 Relationship to Creator Pro EULA. This Licence is incorporated into and governed as part of the Creator Pro EULA. Acceptance of the Creator Pro EULA constitutes acceptance of this Licence. No separate execution is required.

12.3 Amendments. ORamaVR may amend this Licence as a Standard-Form Document in accordance with the amendment mechanics in the Creator Pro EULA. Material amendments (including material reductions in Licensee's permitted uses) require thirty (30) days' advance notice; other amendments require ten (10) days' notice.

12.4 Severability. Invalid or unenforceable provisions are replaced by valid provisions approximating the commercial objective of the original.

12.5 No waiver. No failure or delay by ORamaVR in exercising any right constitutes a waiver.

12.6 Entire agreement (Asset Library). Together with the Creator Pro EULA and the ORamaVR Master Glossary, this Licence constitutes the entire agreement between the parties relating to the Asset Library.

This Licence is accepted by acceptance of the Creator Pro EULA. No separate click-through or wet-ink signature is required.

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