

ORamaVR SA

ORamaVR Creator Pro

End-User Licence Agreement

OVR-CRE-001 · v.2_R · Issued — Release Edition v.2_R · June 2026

Document Control

Version	Date	Status	Notes
v1.0	21 May 2026	Superseded	Initial release
v1.1	28 May 2026	Superseded	Annex A incorporated
v1.2	04 Jun 2026	Superseded	Round-2 propagation pass
v1.3	Jun 2026	Superseded	Asset Library controls strengthened; JARIA naming fix; new §4.3 Asset Library Licence; §7 prohibited acts expanded; §18 termination obligations tightened
v1.4	7 Jun 2026	Reviewed — awaiting execution / publication	§2.4–2.6 competitor representation, change-of-control, and mid-term breach provisions added; §4.1.2(f) OMEN prompt-layer prohibition; §7.2.1 competing-use and benchmarking prohibitions strengthened; §20.2 OVR-PROP-001 cross-reference.
v1.1-R	8 June 2026	Reviewed — awaiting execution / publication	Re-baselined to v1.1-R release label (8 June 2026); previous version archived in GTM Contracts/Legacy versions.
v.2_R	11 June 2026	Issued — Release Edition v.2_R	v.2_R release: version code unified across GTM suite.

IMPORTANT — PLEASE READ CAREFULLY BEFORE ACTIVATING YOUR CREATOR PRO LICENCE. This End-User Licence Agreement (“Agreement”) is a legally binding contract between you (“Licensee”) and ORamaVR SA (“ORamaVR”). By clicking “I Accept”, completing an Order Form that references this Agreement, or by downloading, installing, or using ORamaVR Creator in its Pro tier, you agree to be bound by ALL terms of this Agreement, including the Asset Library Licence in Article 4 and the export and retention restrictions in Articles 4 and 7. If you do not agree, do not activate, download, install, or use ORamaVR Creator Pro.

Article 1 — Definitions

The following terms have the meanings set out below. Capitalised terms not defined in this Agreement have the meanings given to them in the ORamaVR Master Glossary (OVR-GLO-001).

Term	Definition
About Box	A panel accessible to end users within a Derivative Work that credits the author and, where applicable, includes the attribution statement required under Section 9.
Asset Export	Any act of saving, exporting, copying, extracting, or transmitting an Asset Library file — or any derivative of it — in any format (including but not limited to FBX, OBJ, glTF, USDZ, DAE, STL, textures, audio files, and animation rigs) to any location outside the Creator Pro runtime environment, whether to Licensee's local file system, a version-control repository, a cloud storage service, a third-party tool, or any other destination.
Asset Library	The ORamaVR Medical 3D Asset Library: the 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, and as further described in the Asset Library Licence (OVR-ASSET-LIC-001).
Asset Library Licence	The ORamaVR Asset Library Licence (OVR-ASSET-LIC-001), published at oramavr.com/legal/asset-library-licence , which governs access to and use of the Asset Library and is incorporated into this Agreement by reference.
AUP	The ORamaVR Acceptable Use Policy, as published at oramavr.com/legal/aup and amended from time to time.

Term	Definition
Background IP	All intellectual property rights owned or controlled by ORamaVR (or its licensors) that exist prior to or independently of this Agreement, including Creator, OMEN, the Asset Library, the VTC Platform, JARIA, and all algorithms, models, tools, and infrastructure comprised therein.
Creator	The ORamaVR Creator authoring platform (full procedural engine, OMEN co-pilot, AI NPC agents, multi-platform deployment), as described in Annex A.
Derivative Work	Any XR training application, simulation, or content module developed by Licensee using Creator under this Agreement, including any revision, modification, or adaptation thereof. A Derivative Work does not include Creator, OMEN, the Asset Library, the VTC Platform, JARIA, or any other Background IP. An Asset Export is not a Derivative Work.
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. An Embedded Asset is distinguished from a Staged Asset.
JARIA	Just Another Remarkably Intelligent Assistant — the ORamaVR AI virtual assistant integrated into the VTC Platform and available within Creator Pro, as described in the JARIA Terms of Use (OVR-POL-005).
JARIA+	The enhanced JARIA corpus-capacity configuration supporting an expanded IFU and reference-document corpus beyond the standard token-bound limit applicable to JARIA Base. JARIA+ is provided where set out in the applicable Order Form and is not gated by tier.
Licensee	The individual or legal entity that has accepted this Agreement by click-through or by executing an Order Form referencing this Agreement.
OMEN	ORamaVR's generative AI co-pilot and authoring assistant integrated within Creator Pro. Use is subject to the JARIA Terms of Use and the data posture in §5.5.
ORamaVR	ORamaVR SA, a company incorporated under Swiss law (CHE-478.871.980), c/o FONGIT, Plan-les-Ouates, Geneva, Switzerland.

Term	Definition
ORamaVR Marks	The registered and unregistered trademarks, service marks, and trade names of ORamaVR, including "ORamaVR", "OMEN", "JARIA", and "Powered by ORamaVR".
Publisher Agreement	OVR-PUB-001, governing submission of Derivative Works to the ORamaVR SIM Library.
Staged Asset	An Asset Library file held in Licensee's local project directory or version-control repository in its original source format (e.g. FBX, OBJ, glTF) as part of an active Creator Pro project during the Subscription Period. A Staged Asset is a controlled work-in-progress asset subject to the restrictions in §4.3 and §7.2.
Subscription Period	The twelve-month term of a Creator Pro Licence, commencing on the date of acceptance or activation, auto-renewing pursuant to §11.3 unless validly cancelled.
VTC Platform	The ORamaVR Virtual Training Center cloud platform.

Article 2 — Scope and Acceptance

2.1 This Agreement governs the Creator Pro tier only. The Creator Solo (Free) tier is governed by separate terms. If Licensee's use migrates from Solo to Pro, acceptance of this Agreement is required at the point of upgrade.

2.2 This Agreement is accepted by: (a) clicking "I Accept" at the point of activation; or (b) executing an Order Form that incorporates this Agreement by reference. Both methods are legally equivalent.

2.3 Where Licensee is an individual accepting on behalf of a legal entity, Licensee represents and warrants that they have authority to bind that entity.

Article 3 — Creator Pro Licence Grant

3.1 Subject to Licensee's continued compliance with this Agreement and payment of all applicable fees, ORamaVR grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide licence to download, install, and use Creator (in its Pro tier, including OMEN) solely to develop Derivative Works during the Subscription Period (the "Creator Pro Licence").

3.2 The Creator Pro Licence entitles Licensee to: (a) use Creator Pro and OMEN on the number of licensed seats specified in the applicable Order Form; (b) access the Asset Library subject to and only in accordance with the Asset Library Licence (§4.3 and OVR-ASSET-LIC-001); (c) deploy Derivative Works to end users pursuant to an agreement no less restrictive than §8.4; (d)

receive support and updates per Article 10; and (e) use the two included VTC Licences per Article 6.

3.3 All rights not expressly granted are reserved by ORamaVR. This Agreement does not convey any ownership rights in Creator, OMEN, the Asset Library, the VTC Platform, JARIA, or any other Background IP.

Article 4 — Intellectual Property

4.1 ORamaVR Background IP

4.1.1 ORamaVR and its licensors retain all right, title, and interest in and to all Background IP, including Creator, OMEN, the VTC Platform, JARIA, the Asset Library, all algorithms, models, APIs, and infrastructure. No rights in any Background IP are transferred to Licensee.

4.1.2 Licensee shall not: (a) reverse-engineer, disassemble, decompile, or translate any component of Creator, the VTC Platform, or any Asset Library file; (b) use Creator or any Background IP to create a product with substantially the same functionality as Creator, the Asset Library, or the VTC Platform; (c) remove or obscure any proprietary notices, watermarks, or embedded identifiers from Creator, any Asset Library file, or any Embedded Asset; (d) circumvent any technical protection measure, licence-enforcement mechanism, or asset-management control applied by ORamaVR to the Asset Library; (e) permit any third party to do any of the foregoing; or (f) use any API logging, traffic interception, proxy tool, debugger, or other mechanism to observe, record, or analyse OMEN's prompt structures, system instructions, agent-orchestration logic, or inter-component API calls, except for the User's own authorised debugging of its Derivative Work performed within the User's own development environment and not shared with any third party.

4.1.3 Licensee shall not take any act that causes any intellectual property right owned or controlled by ORamaVR to become subject to any open-source licence or encumbrance.

4.2 Licensee's Derivative Works

4.2.1 Subject to §4.1 and §4.3, Licensee retains all right, title, and interest in and to Derivative Works developed by Licensee using Creator. ORamaVR does not acquire any ownership rights in Derivative Works.

4.2.2 Licensee's ownership of Derivative Works is subject to ORamaVR's continuing ownership of any Background IP (including Embedded Assets) incorporated therein. ORamaVR hereby grants to Licensee a limited, non-exclusive, non-transferable sublicense of the Background IP elements embedded in a Derivative Work solely to deploy, distribute, and sublicense that Derivative Work to end users per §8.4. This sublicense terminates automatically on expiry or termination of this Agreement; Licensee shall not distribute new copies of any Derivative Work following termination, but existing end-user deployments are not automatically revoked.

4.2.3 For the avoidance of doubt: (a) Embedded Assets within an already-distributed Derivative Work build are not required to be deleted from end-user devices following termination; (b) no new Derivative Work builds incorporating Asset Library content may be compiled or distributed following termination, even from project files that were created during the Subscription Period; and (c) all Staged Assets must be deleted in accordance with §18.4.

4.3 Asset Library Licence — Incorporated Terms

4.3.1 Access to and use of the Asset Library is governed by the ORamaVR Asset Library Licence (OVR-ASSET-LIC-001), which is incorporated into this Agreement by reference in its entirety. In the event of any conflict between this Agreement and the Asset Library Licence in respect of Asset Library-specific matters, the Asset Library Licence prevails.

4.3.2 The Asset Library Licence sets out, without limitation: (a) the exclusive permitted uses of Asset Library files; (b) the conditions under which Asset Exports are permitted; (c) post-termination deletion and certification obligations specific to Asset Library files; (d) ORamaVR's audit rights over Asset Library files; and (e) technical protection measures.

4.3.3 By accepting this Agreement, Licensee also accepts the Asset Library Licence. No separate click-through is required.

4.3.4 Summary of key Asset Library restrictions (not exhaustive — see OVR-ASSET-LIC-001 for full terms):

- Asset Library files may be used only within Creator Pro and only for incorporation into Derivative Works;
- Asset Exports are prohibited except as Staged Assets held in an active project directory during the Subscription Period;
- Staged Assets must be deleted on expiry or termination and Licensee must certify deletion within ten (10) business days;
- Asset Library files may not be transferred, sublicensed, resold, or made available to any third party in source format;
- ORamaVR may embed watermarks or identifiers in Asset Library files; removal is prohibited.

4.4 Feedback

4.4.1 Licensee may provide feedback, suggestions, or comments regarding Creator or OMEN ("Feedback"). Licensee grants ORamaVR a worldwide, non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy, modify, and incorporate such Feedback into any ORamaVR product. Licensee waives any right to compensation or attribution for Feedback.

Article 5 — JARIA and OMEN — AI Features

5.1 Where Licensee configures any AI functionality within Creator — including JARIA — with Licensee-created content (a "Client-Configured Knowledge Base"), ORamaVR provides the technical infrastructure only. Licensee is solely responsible for the accuracy, legality, safety, and fitness for purpose of that content and any outputs derived from it.

5.2 ORamaVR's responsibilities in respect of JARIA are limited to those set out in the JARIA Terms of Use (OVR-POL-005). ORamaVR accepts no liability for the content of any Client-Configured Knowledge Base or outputs generated from it.

5.3 Licensee shall ensure that all end users of a Derivative Work incorporating a Client-Configured Knowledge Base are informed that AI-generated outputs are provided for training purposes only and do not constitute medical advice.

5.4 JARIA+ (the expanded-corpus configuration) is provided where set out in the Order Form and is not gated by tier under this Agreement.

5.5 Data posture for OMEN and JARIA. OMEN operates on a bring-your-own-key (BYOK) model for text-based authoring: Licensee routes text prompts through Licensee's own Anthropic API subscription installed locally. ORamaVR does not process OMEN text prompts or outputs. OMEN image-generation features (quota: 30 images/seat/month) are routed through ORamaVR's managed infrastructure. The following applies to OMEN image-generation and JARIA-powered features: (a) data retained for Subscription Period plus regulatory/security tail; (b) not anonymised by default; (c) not used for AI training. Licensee shall not input personal data into OMEN or JARIA without a valid legal basis and appropriate safeguards.

Article 6 — Included VTC Licences

6.1 Each Creator Pro Licence seat includes two (2) VTC Platform Concurrent User (CCU) licences at the entry per-CCU rate per Schedule P, for use by Licensee's own personnel for testing and evaluation of Derivative Works.

6.2 The VTC Licences are governed by Exhibit B (VTC End Customer Terms). By accepting this Agreement, Licensee also accepts Exhibit B. No separate click-through is required.

6.3 The VTC Licences are co-terminus with this Agreement and may not be transferred to third parties, resold, or used to deliver training to fee-paying participants without a separate written agreement with ORamaVR.

Article 7 — Permitted and Prohibited Use

7.1 Permitted use

7.1.1 Licensee may use Creator Pro to develop Derivative Works for commercial purposes, including distribution to third-party clients and end users, subject to this Agreement and the AUP.

7.1.2 Licensee may use the Creator Pro Licence on the number of seats purchased. Each seat is for a named individual; seat sharing is prohibited.

7.2 Prohibited use — Platform

7.2.1 Licensee shall not:

- include illegal, immoral, or objectionable content in any Derivative Work;
- include malware, malicious code, or harmful components in any Derivative Work;
- use Creator Pro to infringe the intellectual property, privacy, or other rights of any person;
- develop or publish any Derivative Work designed to damage computer systems or networks;
- use Creator Pro, or any knowledge, output, insight, or technical understanding derived from use of Creator Pro, OMEN, or the Asset Library, to design, develop, improve, or evaluate any product or service that competes with Creator, OMEN, the Asset Library,

- the VTC Platform, or JARIA, whether or not such use involves copying any ORamaVR file or content;
- conduct competitive benchmarking, architecture analysis, or feature mapping of Creator Pro, OMEN, the Asset Library, or the VTC Platform for the purpose of developing or improving a competing product, subject to the limited internal procurement carve-out in AUP §4(j);
 - permit any employee, consultant, or contractor who is engaged in developing a competing product to access Creator Pro or the Asset Library under Licensee's account or seats.
 - transfer, assign, sublicense, rent, lease, loan, or otherwise make Creator Pro available to any third party, except as a compiled Derivative Work deployed to end users per §8.4;
 - circumvent or disable any licence-enforcement or access-control mechanism within Creator.

7.3 Prohibited use — Asset Library (CRITICAL)

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

- perform any Asset Export except as a Staged Asset held in an active Creator Pro project directory during a valid Subscription Period;
- retain any Staged Asset beyond expiry or termination of this Agreement (see §18.4 and OVR-ASSET-LIC-001 §8 for deletion obligations);
- transfer, provide, sublicense, distribute, sell, or make available any Asset Library file in source format (FBX, OBJ, glTF, or any other format) to any third party for any purpose;
- incorporate any Asset Library file into any product, tool, platform, pipeline, or workflow that is not a Derivative Work deployed under §8.4;
- use any Asset Library file after expiry or termination of this Agreement in any manner, including to compile new Derivative Work builds;
- upload or transmit any Asset Library file to any AI model training pipeline, generative AI service, or machine-learning dataset;
- use any tool, script, or process to bulk-extract, batch-export, or systematically copy Asset Library files from the Creator Pro runtime environment;
- remove, obscure, alter, or strip any watermark, UUID, digital signature, or other identifier embedded in any Asset Library file by ORamaVR;
- store Asset Library files in any public or third-party cloud repository without implementing access controls that prevent third-party access.

7.3.2 Breach of §7.3.1 is a material breach of this Agreement and of the Asset Library Licence. ORamaVR is entitled to terminate this Agreement immediately on notice and to seek injunctive relief and damages without prejudice to any other remedy.

7.3.3 Licensee shall implement reasonable technical and organisational measures to prevent its Authorised Users from performing any act prohibited under §7.3.1, including access controls on project directories containing Staged Assets.

Article 8 — Content Standards and Derivative Work Requirements

8.1 Licensee represents and warrants that it has obtained all necessary permissions, licences, and clearances from all rights holders in respect of any third-party content incorporated into any Derivative Work.

8.2 Licensee is solely responsible for the clinical accuracy, regulatory compliance, and fitness for purpose of any medical training content in a Derivative Work.

8.3 Licensee shall not use Creator Pro for any purpose constituting the practice of medicine, provision of clinical diagnosis, or delivery of regulated medical advice.

8.4 When distributing a Derivative Work to end users, Licensee shall bind those end users under a written agreement that: (a) disclaims all warranties on behalf of ORamaVR; (b) excludes all consequential, special, and indirect damages on behalf of ORamaVR; (c) includes the VR safety notice per Article 13; (d) is no less restrictive than this Agreement with respect to permitted use; and (e) prohibits end users from attempting to extract, reverse-engineer, or copy Asset Library components from the Derivative Work.

Article 9 — Attribution and Marks

9.1 Creator Pro licensees are not required to display the "Powered by ORamaVR" attribution in Derivative Works. Licensee may, at its sole discretion, elect to display the attribution.

9.2 If Licensee elects to use any ORamaVR Mark, ORamaVR grants a non-exclusive, non-transferable, limited licence to use such marks solely in connection with Derivative Works, subject to ORamaVR's then-current brand guidelines.

9.3 Licensee shall ensure that any materials bearing ORamaVR Marks do not reflect adversely on ORamaVR's goodwill or reputation. ORamaVR may revoke this mark licence on written notice if Licensee uses ORamaVR Marks in a manner ORamaVR reasonably determines is harmful to its brand.

9.4 ORamaVR may reference Licensee's name, logo, and Creator Pro use in marketing materials. Licensee may opt out by written notice to info@oramavr.com.

Article 10 — Support and Updates

10.1 During the Subscription Period, ORamaVR will provide: (a) priority software updates and new releases; (b) access to the integration support team; (c) ticket-based technical support with 48-hour initial response SLA (Mon–Fri CET).

10.2 All updates and corrections are and remain the sole property of ORamaVR and are subject to this Agreement.

10.3 Support is provided through ORamaVR's support portal. ORamaVR may modify support channels and SLA commitments on 30 days' written notice.

10.4 ORamaVR does not warrant that Creator Pro will be uninterrupted or error-free.

Article 11 — Fees, Billing, and Subscription

11.0 Billing mechanics are set out in the ORamaVR Billing Policy (OVR-POL-001), incorporated by reference. This Article sets out Creator Pro-specific economic terms; where irreconcilable with the Billing Policy, this Article prevails on Creator Pro-specific items.

11.1 List Price. The Creator Pro Licence is priced at EUR 1,590 per seat per Subscription Period, exclusive of VAT.

11.2 Payment options: (a) Option A — Annual prepay: EUR 1,590 per seat in full at commencement. (b) Option B — Monthly instalments: twelve (12) monthly payments of EUR 159 per seat; annual commitment, not month-to-month; obligation to pay all twelve instalments is unconditional.

11.3 Auto-renewal. Each Subscription Period auto-renews for a further twelve months at the then-current list price unless Licensee provides written notice of non-renewal at least 30 days before the renewal date.

Article 12 — Warranties

12.1 ORamaVR warrants that Creator Pro will perform materially in accordance with the product specification in Annex A for 90 days following activation ("Warranty Period"). Licensee's exclusive remedy for breach of this warranty is: ORamaVR will use commercially reasonable efforts to remedy the non-conformance; if ORamaVR cannot remedy within 60 days, Licensee may terminate and receive a pro-rated refund for the unused portion of the Subscription Period.

12.2 EXCEPT FOR THE EXPRESS WARRANTY IN §12.1, CREATOR PRO, OMEN, THE ASSET LIBRARY, AND JARIA ARE PROVIDED "AS IS". ORAMAVR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Article 13 — VR Safety, Regulatory Compliance, and Medical Disclaimer

13.1 VR Safety Notice. Licensee shall include the following notice (or a materially equivalent notice approved in writing by ORamaVR) in all Derivative Works and in the end-user agreement required under §8.4: "WARNING: This application uses virtual reality technology. Users with photosensitive epilepsy, vestibular disorders, or other contraindicated conditions should consult a physician before use. Do not use while operating machinery or in situations requiring full attention. Remove the headset immediately if you experience discomfort."

13.2 Medical Disclaimer. Derivative Works using Creator Pro are training simulations only. They do not constitute medical devices, clinical decision-support tools, or regulated medical software unless separately certified. Licensee is solely responsible for any required regulatory certification of its Derivative Works.

13.3 IEC 62304. Use of JARIA+ and associated ORamaVR software components in Derivative Works submitted for regulatory certification may require compliance with IEC 62304. Licensee is solely responsible for determining and fulfilling such requirements.

Article 14 — Limitation of Liability

14.1 SUBJECT TO §14.2, IN NO EVENT WILL ORAMAVR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ORAMAVR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 SUBJECT TO §14.3, ORAMAVR'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES ACTUALLY PAID BY LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

14.3 Nothing in this Agreement limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; (d) mandatory product liability under Swiss law; or (e) any liability that cannot be excluded by applicable law.

Article 15 — Indemnification

15.1 Licensee shall defend, indemnify, and hold harmless ORamaVR and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable legal fees) arising from: (a) Licensee's or its Authorised Users' use of Creator Pro or the Asset Library in breach of this Agreement; (b) any Derivative Work developed or distributed by Licensee; (c) any breach by Licensee of the Asset Library Licence; (d) any clinical inaccuracy in a Derivative Work; or (e) any violation of applicable law by Licensee.

Article 16 — Confidentiality

16.1 Creator Pro, OMEN, the Asset Library, and any technical information disclosed by ORamaVR constitute ORamaVR's confidential information ("Confidential Information"). Licensee shall protect Confidential Information with at least the same degree of care as its own confidential information, and in any event no less than reasonable care.

16.2 Licensee may disclose Confidential Information only to its Authorised Users who need to know it for the purposes of this Agreement, provided those Authorised Users are bound by obligations of confidentiality no less restrictive than this Article.

16.3 Confidential Information does not include information that: (a) is publicly known through no act of Licensee; (b) is disclosed by ORamaVR on a non-confidential basis; (c) was known to Licensee prior to receipt; or (d) is acquired from a third party without restriction.

16.4 Licensee acknowledges that unauthorised disclosure of Asset Library content would cause ORamaVR irreparable harm for which monetary damages would be inadequate, and that ORamaVR is entitled to seek immediate injunctive relief without the requirement to post bond or other security.

Article 17 — Audit Rights

17.1 Platform audit. On written request, Licensee shall within fifteen (15) days provide information regarding its use of Creator Pro, including active seat count and deployed Derivative Works.

17.2 Asset Library audit. ORamaVR may, on ten (10) business days' written notice and no more than once per calendar year (unless material breach is reasonably suspected), conduct or commission an audit of Licensee's Asset Library usage, including: (a) the number and format of Asset Exports made by Licensee; (b) whether all Staged Assets have been deleted following termination; and (c) whether Asset Library files have been transferred to any third party. Audit costs are borne by ORamaVR unless the audit reveals a material breach, in which case Licensee shall reimburse ORamaVR's reasonable audit costs.

17.3 Licensee shall maintain, during the Subscription Period and for two years following termination, records sufficient to demonstrate compliance with §4.3, §7.3, and the Asset Library Licence.

Article 18 — Term and Termination

18.1 This Agreement commences on acceptance and continues for successive twelve-month Subscription Periods until terminated.

18.2 ORamaVR may terminate immediately on written notice if Licensee commits a material breach unremedied within thirty (30) days of written notice specifying the breach. Breaches of §4.3.1, §7.3.1, or the Asset Library Licence are material breaches to which the cure period does not apply; ORamaVR may terminate with immediate effect.

18.3 Either party may terminate immediately if the other becomes insolvent or subject to insolvency proceedings.

18.4 Upon expiry or termination for any reason: (a) all Creator Pro Licences terminate immediately; (b) the VTC Licences terminate co-terminously; (c) Licensee shall cease all use of Creator Pro; (d) Licensee shall promptly delete or destroy all copies of Creator Pro software in its possession; (e) Licensee shall promptly delete or destroy ALL Asset Library files in any format in its possession or control, whether or not incorporated into a Derivative Work, including all Staged Assets in any project directory, version-control repository, cloud storage, or other location; (f) Licensee shall provide ORamaVR with written certification, signed by an authorised representative, within ten (10) business days of expiry or termination, confirming that: (i) all Creator Pro software copies have been deleted, and (ii) all Asset Library files have been deleted, specifying the deletion method employed; (g) the deployment sublicense in §4.2.2 terminates in respect of new deployments only (existing end-user deployments are not revoked); and (h) Licensee shall not compile or distribute any new Derivative Work build incorporating Asset Library content.

18.5 On ORamaVR's request following a breach termination, Licensee shall promptly remove Derivative Works from any public distribution platform.

18.6 Sections 1, 4, 7.3, 13, 14, 15, 16, 17, 18.4–18.5, and 20 survive expiry or termination.

Article 19 — Third-Party Software

19.1 Creator Pro may incorporate third-party software components subject to their own licence terms, listed at oramavr.com/legal/creator-third-party-notice.

19.2 ORamaVR does not warrant, indemnify, or accept liability for any third-party component.

Article 20 — General

20.1 Governing law. This Agreement is governed by Swiss law (excluding conflict of laws principles). Disputes shall be finally settled by the courts of the Canton of Geneva, subject to appeal to the Swiss Federal Supreme Court.

20.2 Entire agreement. This Agreement, together with any applicable Order Form, the Asset Library Licence (OVR-ASSET-LIC-001), the Billing Policy (OVR-POL-001), Exhibit B, Schedule P, the AUP, the JARIA Terms of Use, the ORamaVR Master Glossary, and the ORamaVR Proprietary Technology Notice (OVR-PROP-001) published at oramavr.com/legal/proprietary-technology-notice (which supplements but does not replace the confidentiality provisions of this Agreement), constitutes the entire agreement relating to Creator Pro.

20.3 Amendments. Any modification requires written signature by authorised representatives of both parties. ORamaVR may amend Standard-Form Documents in accordance with the mechanics set out in those documents.

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

20.5 Severability. Invalid provisions are replaced by valid provisions approximating the commercial objective of the original.

20.6 Assignment. Licensee may not assign without ORamaVR's prior written consent. ORamaVR may assign on merger, acquisition, or asset sale.

20.7 Notices. Written, delivered by email with confirmation or registered post. ORamaVR: info@oramavr.com.

20.8 Relationship of parties. Independent contractors only.

This Agreement is accepted electronically upon click-through activation or execution of an Order Form incorporating it by reference. No wet-ink signature is required for click-through acceptance.

ORamaVR SA

Authorised Signatory / Name / Title /
Date

Licensee

Authorised Signatory / Name / Title /
Date

ORamaVR SA · CHE-478.871.980 · c/o FONGIT, Plan-les-Ouates, Geneva, Switzerland

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