

# ORAMA VR BILLING POLICY

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Standard-Form Document URL: [oramavr.com/legal/billing-policy](http://oramavr.com/legal/billing-policy)

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*This Billing Policy is an ORamaVR Standard-Form Document. It sets out the mechanics of subscription billing, payment, default, suspension, renewal, refunds, and audit that apply across ORamaVR products. It is incorporated by reference into the CMDA, the Reseller Agreement, the Creator Pro EULA, and the End Customer Terms (Exhibit B), and may be amended by ORamaVR in accordance with the Standard-Form Document amendment mechanics in each such agreement.*

## 1. Definitions

Capitalised terms used but not defined in this Billing Policy have the meanings given to them in the applicable Principal Agreement and the ORamaVR Master Glossary. For the purposes of this Billing Policy:

- **“Billing Month”** means each successive monthly period within a Subscription Period, beginning on the day of the month corresponding to the start of the Subscription Period.
- **“Principal Agreement”** means the agreement into which this Billing Policy is incorporated (as applicable, the CMDA, the Reseller Agreement, the Creator Pro EULA, or the End Customer Terms).
- **“Reseller of Record”** means the Party that issues the invoice to, and collects payment from, the End Customer in a given transaction.
- **“Subscription Period”** has the meaning given in the Principal Agreement, and is, save where expressly stated otherwise, a period of twelve (12) months.

## 2. Scope and order of application

This Billing Policy governs the billing and payment mechanics for all ORamaVR subscription products. Where a Principal Agreement, Order Form, or pricing Schedule sets out a term specific to a given transaction (for example, a List Price, a revenue-share or margin figure, or a named payment option), that transaction-specific term prevails over the general mechanics in this Billing Policy to the extent of any direct conflict. In all other respects this Billing Policy applies in full.

This Billing Policy does not set prices. Prices, volume-discount bands, and revenue-share or margin figures are set in the applicable pricing Schedule (Schedule P) and Order Form.

## 3. Subscription period and annual billing convention

**3.1 Annual basis.** Subscriptions are sold and billed on an annual Subscription Period of twelve (12) months unless an Order Form states otherwise.

**3.2 Ten-month convention (two months free).** The annual List Price for a subscription represents ten (10) months of the accrued monthly rate. Accordingly, an End Customer or Licensee paying on an annual basis receives two (2) months free relative to the monthly rate. By way of illustration, a per-CCU rate of €49.80 per month yields an annual price of €498 per CCU per year (10 × €49.80), not €597.60.

**3.3 Currency and taxes.** All amounts are denominated in Euros (EUR) and are exclusive of VAT and any other applicable taxes, which are the responsibility of the paying party.

**3.4 Application to Creator and other products.** The ten-month convention in §3.2 applies equally to seat-based products (including Creator Pro) and to per-CCU products (including the VTC Platform).

## 4. Payment options

**4.1 Annual prepayment.** The default payment option is annual prepayment. Where annual prepayment applies, the full annual fee is due upon invoice.

**4.2 Monthly instalment (where offered).** Where ORamaVR offers an annual-commitment, monthly-instalment option, each instalment is due at the start of the applicable Billing Month. The obligation to pay all twelve (12) instalments for the Subscription Period is unconditional and survives any early cancellation by the paying party. Early cancellation does not, of itself, accelerate the remaining instalments or terminate access, except as provided in §6 (failed payment).

**4.3 Add-on capacity.** Where additional concurrent-user capacity is purchased mid-term as an add-on, the add-on is billed pro rata for the remainder of the then-current Subscription Period and renews with the underlying subscription.

## 5. Payment-method mandate and trial conversion

**5.1 Payment-method mandate.** Where a subscription is administered through a self-service or card-on-file mechanism, the paying party authorises ORamaVR (or its payment processor) to charge the designated payment method for all amounts due under the subscription, including renewal amounts, until the subscription is terminated in accordance with the Principal Agreement.

**5.2 Trial conversion.** Where a free or discounted trial is offered, the paying party authorises conversion of the trial to a paid subscription at the end of the trial period at the then-current List Price, unless the trial is cancelled before the stated conversion date. ORamaVR will give notice of the impending conversion not less than seven (7) days before the conversion date.

## 6. Failed payment, suspension, acceleration, and late interest

**6.1 Notice of failed payment.** If a payment attempt fails or an invoiced amount becomes overdue, ORamaVR will notify the paying party by email to the address on record within two (2) business days.

**6.2 Cure period.** The paying party has a cure period of ten (10) business days from the date of the failed-payment or overdue notice to pay all outstanding amounts. During the cure period, access is not suspended.

**6.3 Suspension.** If outstanding amounts are not paid in full by the end of the cure period, ORamaVR may suspend access to the affected product. A suspension is not a termination: the Principal Agreement remains in full force, payment obligations continue to accrue, and ORamaVR has no obligation to provide support or updates during suspension. ORamaVR will restore access within two (2) business days of receipt of payment in full of all outstanding amounts, including accrued interest.

**6.4 Acceleration and termination.** If a suspension continues for thirty (30) or more calendar days without payment in full, ORamaVR may, at its option: (a) terminate the affected subscription for

material breach in accordance with the Principal Agreement; and (b) declare all remaining amounts due for the balance of the then-current Subscription Period immediately due and payable.

**6.5 Late-payment interest.** Overdue amounts accrue interest from the original due date at the rate of one and one-half per cent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower.

## 7. Non-refundability

All fees are non-refundable except: (a) as expressly stated in the Principal Agreement or an Order Form; or (b) to the extent that a non-refundability provision is unenforceable or void under the mandatory consumer- or commercial-protection law of the jurisdiction in which the paying party is established (including, without limitation, EU Directive 2011/83/EU on consumer rights, applicable provisions of the Swiss Code of Obligations, and equivalent legislation), in which case refunds are limited to the minimum extent required by such mandatory law. Partial-period cancellation does not give rise to a refund of prepaid fees save as required by such mandatory law.

## 8. Mid-term capacity changes

**8.1 Additions permitted.** The paying party may add concurrent-user capacity, seats, or additional products at any time during a Subscription Period. Additions are billed in accordance with §4.3 and take effect upon activation.

**8.2 No mid-term reductions.** Capacity may not be reduced, and seats or products may not be removed, during a Subscription Period. Reductions take effect only at renewal, and only where notified in accordance with §11.

**8.3 Effect on bands.** Where a mid-term addition moves the End Customer into a different per-CCU volume-discount band, the band applicable to the added capacity is determined at the time of the addition. The volume-discount bands are an internal and channel-partner discount schedule and are not customer-facing packages.

**8.4 Discount mechanics.** Volume discounts are applied on a per-CCU basis according to the band the End Customer's total committed CCU count falls within, as set out in the applicable Schedule P. Discounts apply to the per-CCU rate and not by way of separate rebate. Eligibility-gated special cases (including the Educational special case) sit outside the volume-discount ladder and are governed by their own eligibility and use restrictions in the applicable Schedule P and Exhibit B.

## 9. Channel application, minimum floor, and remittance

**9.1 Direct sales.** Where ORamaVR sells directly to an End Customer, ORamaVR is the Reseller of Record and invoices the End Customer directly under this Billing Policy.

**9.2 Reseller and CMDA channels.** Where a Party other than ORamaVR is the Reseller of Record (for example a Reseller or distribution partner under the Reseller Agreement or the CMDA), that Party invoices the End Customer in its own name, and the inter-Party leg between ORamaVR and that Party is governed by §9.4.

**9.3 Minimum billing standard for channel sales.** Where a Party other than ORamaVR bills the End Customer in its own name, that Party's billing terms shall, as a minimum, be consistent with this Billing Policy in respect of: (a) the annual Subscription Period and ten-month convention (§3); (b)

non-refundability subject to mandatory law (§7); (c) the prohibition on mid-term reductions (§8.2); (d) auto-renewal and the price-change notice mechanic (§11); and (e) the End Customer's acceptance of the applicable ORamaVR Standard-Form Documents. The Reseller of Record may offer terms more favourable to the End Customer but not terms that undercut this minimum floor.

**9.4 Inter-Party remittance — timing and unconditionality.** The Reseller of Record shall remit the applicable share or Reseller Price to the other Party within thirty (30) days of receipt of payment from the End Customer, or within ninety (90) days of the invoice date to the End Customer, whichever is earlier. The remittance obligation is unconditional and is not contingent on any dispute between the Reseller of Record and the End Customer, save to the extent the parties agree otherwise in writing.

## 10. Audit and verification

Each Party shall maintain accurate records of transactions governed by this Billing Policy. Upon reasonable written notice and not more than once per calendar year, ORamaVR (or an independent auditor bound by confidentiality obligations no less protective than those in the Principal Agreement) may audit the records of a Reseller of Record, solely to verify the accuracy of channel classification, invoicing, remittance, and revenue or margin allocation, including the Reseller leg. Where an audit reveals an underpayment of more than five per cent (5%) for the audited period, the audited Party shall bear the reasonable cost of the audit.

## 11. Auto-renewal and price-change notice

**11.1 Auto-renewal.** Unless cancelled in accordance with the Principal Agreement, subscriptions renew automatically for successive Subscription Periods of twelve (12) months each. The price applicable on renewal is the then-current List Price or per-CCU rate at the time of renewal.

**11.2 Price-change notice.** ORamaVR (or, in respect of a product it owns, the product owner) may adjust List Prices, per-CCU rates, or volume-discount bands by giving not less than ninety (90) days' prior written notice. Adjusted prices apply only to new sales and to Renewal Terms commencing after the notice period, and do not affect the price for the remainder of a then-current Subscription Period.

**11.3 Opt-out.** A paying party that does not wish to renew at the adjusted price may decline renewal by giving notice before the end of the then-current Subscription Period, in accordance with the renewal-cancellation mechanic in the Principal Agreement (typically sixty (60) days).

## 12. Invoicing format and notices

Invoices shall identify the product, the Subscription Period, the quantity (CCU count or seats), the applicable rate, the total amount, applicable taxes, and the due date. Invoices and billing notices are delivered by email to the address on record, which constitutes valid written notice for billing purposes. A change of billing contact or address is effective only once notified to the issuing Party in writing.

### Document Control

Version	Date	Status	Notes
v1.0-R	4 June 2026	Reviewed — awaiting execution / publication	Code convention harmonised (OVR-POL-001); prior draft history retired.

v.2_R	11 June 2026	Issued — Release Edition v.2_R	v.2_R release: version code unified across GTM suite.
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