

JARIA TERMS OF USE

Governing use of JARIA — ORamaVR's AI virtual assistant integrated into the VTC Platform

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Standard-Form Document URL: oramavr.com/legal/jaria-terms

0. Status and Incorporation

These JARIA Terms of Use ("JARIA Terms") govern use by an End User of JARIA, ORamaVR's AI virtual assistant integrated into the VTC Platform. These JARIA Terms are an ORamaVR Standard-Form Document incorporated by reference into the End Customer's VTC End Customer Terms (Exhibit B §1.4) and into the End Customer's Principal Agreement.

These JARIA Terms apply alongside, and do not displace, the VTC End Customer Terms, the Acceptable Use Policy, the Privacy Policy, the Data Processing Agreement (Exhibit C), and (where applicable) the JARIA Addendum. In the event of conflict between these JARIA Terms and: (a) the JARIA Addendum — the JARIA Addendum prevails on AI-specific data-protection and EU AI Act matters within its scope; (b) Exhibit B — Exhibit B prevails on platform-wide matters; these JARIA Terms prevail on JARIA-specific matters; (c) Exhibit C — Exhibit C prevails on data-protection matters generally.

1. Definitions

"JARIA Base" means the entitlement set for JARIA included with all paid VTC subscriptions (and the Educational tier), providing the core JARIA functionality described at §3.1. Included with the Educational tier as set out in §2.2.

"End User" means a natural person who accesses or uses JARIA, in their capacity as a Trainee, Supervisor, or Org Admin user of the End Customer's Client Tenant.

"JARIA" means Just Another Remarkably Intelligent Assistant, ORamaVR's AI virtual assistant integrated into the VTC Platform, comprising the JARIA Base and the JARIA+.

"JARIA Addendum" means the standalone addendum to the End Customer's Principal Agreement governing AI-specific processing through JARIA, including provisions reflecting the EU AI Act, to be issued by ORamaVR in due course.

"JARIA+" means the enhanced JARIA configuration supporting an expanded IFU and reference-document corpus beyond the standard token-bound limit applicable to JARIA Base, together with the additional functionality described at §3.2. JARIA+ is provided where set out in the applicable Order Form and is not gated by VTC volume or tier.

"Output" means any text, response, suggestion, summary, explanation, or other content generated by JARIA in response to an End User Prompt.

"Prompt" means any input (text or otherwise) submitted by an End User to JARIA.

"VTC End Customer Terms" or "Exhibit B" means the End Customer Terms governing use of the VTC Platform, OVR-SCH-002 (for End Customers in the partner channels), or the Direct VTC End Customer Terms (OVR-EULA-002) (for End Customers in the Direct channel).

"VTC Subscription Tier" means the per-Concurrent-User volume-discount band applicable to the End Customer's VTC Licence, as set out in Schedule P and Exhibit B. VTC is licensed per CCU; the band labels are an internal and channel-partner discount schedule, not customer-facing packages. The Educational tier is a separate eligibility-gated special case.

2. Acceptance and Eligibility

2.1 Click-through acceptance at first invocation

These JARIA Terms are accepted by the End User through a click-through mechanism presented at first invocation of JARIA within the End User's VTC Platform session. Until the click-through is completed, JARIA functionality is not made available to the End User. By clicking "I Accept" (or equivalent), the End User confirms that they have read, understood, and agree to be bound by these JARIA Terms. The click-through is recorded

against the End User's account, capturing the timestamp of acceptance, the End User identifier, the document name, and the document version.

2.2 Tier model — Base and JARIA+

JARIA Tier	Available with VTC Subscription Tier	Description
Base	All paid VTC subscriptions (any CCU volume)	Core JARIA functionality (§3.1). Included with the Educational tier; see §2.2.
JARIA+	Where set out in the applicable Order Form (not gated by VTC volume or tier)	Base functionality plus the enhanced functionality at §3.2.

Entitlement to a JARIA Tier follows the End Customer's VTC Subscription as set out in Schedule P. JARIA functionality is not separately licensed; it is included in the End Customer's VTC Licence at the entitlement level corresponding to the VTC Subscription Tier.

Educational Tier — JARIA not available by default. JARIA is not available on the Educational Tier by default. Access on Educational Tier is by separate written agreement with ORamaVR. A session-capped or otherwise restricted JARIA entitlement may be offered on the Educational Tier on terms separately agreed.

2.3 End User eligibility

JARIA is intended for use by professional, faculty, and student End Users in connection with VTC training programmes. The End User confirms, at acceptance, that they are: (a) at least eighteen (18) years of age (or, where higher, the age of majority in the End User's jurisdiction); and (b) authorised by the End Customer to access the VTC Platform.

3. Functionality

3.1 JARIA Base functionality

JARIA Base provides:

- conversational guidance to the End User during VTC training sessions, including explanations of training content, procedural steps, and reference material;
- contextual responses based on the End User's current session context within the VTC Platform;
- general-purpose information retrieval about the simulation, the equipment, and the relevant clinical or technical concepts covered by the training module.

JARIA Base operates real-time only, during the live VR training session. JARIA Base does not perform post-session analysis or reporting. Usage: unlimited during VTC sessions on all paid tiers; Creator Solo: up to 250 interactions per seat per month; Creator Pro: unlimited per seat per month.

3.2 JARIA+ functionality

JARIA+ provides Base functionality plus:

- session-aware feedback on training performance, drawing on the End User's session analytics within the End Customer's Client Tenant;
- adaptive guidance tailored to the End User's progress within the training programme;
- individual session-level data surfaced to Supervisor users in respect of individual sessions (not aggregated across sessions, trainees, or cohorts — cross-session aggregation is a VTC platform analytics feature, not a JARIA feature).

Important scope note — JARIA vs VTC platform analytics. JARIA operates real-time only, during the live VR training session. Post-session reporting (competency reports, certified transcripts, supervisor analytics, exports as CSV / JSON / PDF, xAPI statements) is a VTC platform feature that consumes JARIA's in-session output. It is not a JARIA feature. Once a session ends, JARIA's role ends.

No automated decision-making. JARIA makes no automated decisions within the meaning of GDPR Article 22. JARIA provides information, guidance, observations, and in-session event records; the End User decides how to proceed. JARIA does not certify, pass, fail, suspend, or sanction any End User. Any decision that produces an effect on a trainee is made by a human.

Underlying models: JARIA inference and JARIA AI dev assistant are powered by OpenAI GPT-4o-class models. OMEN image generation is powered by GPT-Image 1.5. JARIA usage during VTC sessions on SIM Library titles is unlimited with no per-tier numerical cap. OMEN image generation: 30 images per Creator Pro seat per month.

3.3 Functionality is provided as-is

JARIA functionality is provided on an "as-is" and "as-available" basis. ORamaVR may add, modify, or retire JARIA features in accordance with the Standard-Form Document Amendments mechanism in the Principal Agreement. Material reductions in functionality are subject to the notice obligations set out in those mechanisms.

4. Output Reliability and Human Oversight

4.1 Outputs are informational; not a substitute for professional judgment

Outputs generated by JARIA are provided for training and informational purposes only. Outputs may not always be accurate, complete, current, or reliable, and must not be relied upon as a substitute for professional medical advice, diagnosis, or treatment, or for the End User's own clinical, technical, or professional judgment.

The End User acknowledges that: JARIA is an evolving technology; JARIA Outputs do not constitute a clinical recommendation, a diagnosis, or a treatment plan; Outputs may contain errors or omissions; the End User is solely responsible for any decision taken or action performed on the basis of an Output.

4.2 Human oversight

Use of JARIA in the VTC Platform is subject to the principle of meaningful human oversight. JARIA is a decision-support tool, not a decision-making system. The End User retains responsibility for every decision in which JARIA is used. The End Customer is responsible for ensuring that the deployment of JARIA in its training programmes is consistent with applicable professional standards, clinical governance frameworks, educational standards, and relevant accreditation or regulatory requirements.

4.3 Transparency

The End User is informed at the point of interaction that they are interacting with an artificial intelligence system. JARIA is presented in the VTC Platform user interface with a clear visual indicator of its nature as an AI assistant, and the End User's first invocation triggers the click-through at §2.1.

4.4 Inappropriate uses

The End User shall not use JARIA: (a) in connection with the actual diagnosis or treatment of a real, identifiable patient; (b) to generate Outputs as a substitute for an independently obtained clinical or professional opinion; (c) in any manner inconsistent with the End User's professional, clinical, ethical, or institutional duties; or (d) for any purpose prohibited by the Acceptable Use Policy or by Exhibit B §4.2.

The patient-data prohibition in Exhibit B §4.2(b) applies to all JARIA Prompts: the End User shall not include Patient-Identifiable Data in any Prompt.

5. Data Use

5.1 Categories of data processed

Use of JARIA may involve the collection and processing of: the End User's Prompts and any information submitted by the End User to JARIA; JARIA's Outputs and the metadata of each interaction (timestamp, session identifier); the End User's identity (account ID, role, Client Tenant association); and usage telemetry (invocation counts, feature usage) for operational, security, and product-improvement purposes.

5.2 Roles for JARIA data

Account, security, and service-operation purposes. ORamaVR processes JARIA-related data as Independent Controller for account management, security operations, abuse prevention, and operating the JARIA service.

Tenant performance and analytics. Where a JARIA Output or interaction record is held within the End Customer's Client Tenant analytics, ORamaVR processes the data as Processor on behalf of the End Customer, in accordance with Exhibit C §5.

Out of scope of Exhibit C. AI-specific processing through JARIA — including LLM inference on Prompts, AI-driven evaluation outputs, and any data flows specific to the EU AI Act regime — is out of scope of Exhibit C (per Exhibit C §1.3) and will be governed by the JARIA Addendum once issued. Until then, such processing is provisionally subject to the obligations in Exhibit C.

5.3 Use of Prompts and Outputs for model improvement

ORamaVR will not use End Customer Prompts or Outputs to train or fine-tune JARIA's underlying models without the End Customer's prior written consent. ORamaVR may process aggregated and de-identified usage telemetry for operational, security, and general product-improvement purposes, in accordance with the Privacy Policy. This is the default-off position; any opt-in for model training is a separate written agreement.

5.4 Data residency and cross-border transfers

Processing of JARIA-related data is subject to the data-residency posture set out in Exhibit C §7.1 and Exhibit A §6.2: by default within the EEA or Switzerland, in the Primary Region (Azure West Europe, Amsterdam, Netherlands).

JARIA inference is performed using OpenAI's API (GPT-4o-class; US data centres). Speech inference (STT and TTS) uses Azure Cognitive Services pinned to West Europe (Amsterdam). Cross-border transfers to the US for LLM inference are governed by: EU-US Data Privacy Framework (OpenAI is DPF-certified) + 2021 EU SCCs Module 2 + UK addendum on a per-customer basis. OpenAI's standard API terms exclude customer data from model training (since 1 March 2023). Full transfer documentation is set out in Exhibit C Annex 4.

6. Intellectual Property

6.1 ORamaVR retains all rights in JARIA. JARIA, including its underlying models, weights, training data, prompt-engineering scaffolding, and all components of the JARIA service, is ORamaVR IP within the meaning of Exhibit B §7.1. Nothing in these JARIA Terms grants the End User or the End Customer any ownership interest in JARIA.

6.2 Outputs. Subject to ORamaVR's continuing ownership of JARIA itself and the rights of any third-party rightsholder in underlying source material, the End Customer may use Outputs for the End User's training purposes within the End Customer's organisation. The End Customer shall not: (a) use Outputs to develop a competing product or service; (b) use Outputs to train, fine-tune, or evaluate any other AI system; or (c) represent Outputs as authored by a clinically qualified human professional in any context where reliance by a third party is foreseeable.

6.3 No warranty of non-infringement of Outputs. ORamaVR makes no warranty that any Output is free of third-party intellectual-property claims. The End User shall apply professional judgment before relying on or republishing any Output.

7. Disclaimers and Limitation of Liability

JARIA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, OR NON-INFRINGEMENT. ORAMAVR DOES NOT WARRANT THAT JARIA OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE. THIS SECTION 7 DOES NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER MANDATORY APPLICABLE LAW.

Liability of ORamaVR to the End Customer under or in connection with these JARIA Terms is subject to the limitation of liability provisions of the End Customer's Principal Agreement and Exhibit B §9, including the exclusion of indirect damages at Exhibit B §9.2 and the liability cap at Exhibit B §9.3.

WITHOUT LIMITATION TO THE ABOVE, ORAMAVR DISCLAIMS LIABILITY FOR ANY DECISION TAKEN OR ACTION PERFORMED IN RELIANCE ON A JARIA OUTPUT, EXCEPT TO THE EXTENT SUCH LIABILITY ARISES FROM ORAMAVR'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR CANNOT BE EXCLUDED UNDER MANDATORY APPLICABLE LAW.

8. Term, Suspension, and Termination

8.1 Term. These JARIA Terms apply from the date of click-through acceptance under §2.1 and remain in effect for so long as the End User accesses or uses JARIA. The End Customer's entitlement to JARIA is co-terminous with the End Customer's VTC Subscription Period.

8.2 Suspension. ORamaVR may suspend the End User's access to JARIA, with or without notice, where: ORamaVR has reasonable suspicion of misuse or breach; the End Customer's VTC Licence is itself suspended; ORamaVR has reasonable grounds to believe a Prompt may include Patient-Identifiable Data; suspension is required to address an active security or safety incident; or a court order or governmental directive requires suspension.

8.3 Termination. ORamaVR may terminate the End User's access to JARIA, with notice, where any ground in §8.2 persists or where the End Customer materially breaches these JARIA Terms or the Principal Agreement and fails to cure within the cure period set out in Exhibit B §11.2(a).

8.4 Effect of termination. On termination the End User shall cease all use of JARIA. Sections 4.1, 4.2, 4.4, 5.2, 5.3, 6, 7, 9, and 10 survive termination.

9. Modifications

ORamaVR may modify these JARIA Terms in accordance with the Standard-Form Document Amendments mechanism in the Principal Agreement (the CMDA §8 / the Reseller Agreement §8 / the Direct MSA equivalent). Material Amendments require thirty (30) days' prior notice; non-material amendments require ten (10) days' prior notice. A re-acceptance click-through may be required at the End User's next invocation of JARIA following a Material Amendment.

10. Governing Law and Dispute Resolution

These JARIA Terms are governed by the laws of Switzerland, without regard to its conflict-of-laws principles, and without prejudice to any mandatory provisions of EU consumer protection law, EU data protection law, or the EU AI Act that apply by virtue of an EEA-established End Customer or End User. Disputes are subject to the dispute resolution mechanism in the Principal Agreement.

11. General Provisions

11.1 Relationship between End Customer and End User. The End Customer remains responsible for the conduct of its End Users under Exhibit B §4.4. Nothing in these JARIA Terms creates a direct contractual relationship between ORamaVR and the End User other than these JARIA Terms themselves.

11.2 No professional or clinical advice. Nothing in these JARIA Terms, in any JARIA Output, or in any related communication from ORamaVR, constitutes professional, clinical, medical, or legal advice, or creates a clinician-patient or other professional relationship between ORamaVR and the End User or any third party.

11.3 Severability. If any provision of these JARIA Terms is held to be invalid or unenforceable, the remaining provisions remain in full force and effect.

11.4 Language. These JARIA Terms are entered into in the English language. Any translation is provided for convenience only; the English version prevails.

Document Control

Version	Date	Status	Notes
v1.0-R	4 June 2026	Reviewed — awaiting execution / publication	Code convention harmonised (OVR-POL-005); 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.