

ORamaVR SA

VTC End Customer Terms

Direct Channel Edition

Standard-Form Document · Direct (Track 2) customers · 10 June 2026

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VTC END CUSTOMER TERMS — DIRECT CHANNEL

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These VTC End Customer Terms (“Terms”) are a Standard-Form Document forming part of, and incorporated into, the Direct Master Subscription Agreement (OVR-MSA-002) between ORamaVR and the End Customer (the “Principal Agreement” or “Direct MSA”). These Terms govern the End Customer’s access to and use of the VTC Platform under the Direct channel.

In the event of any conflict between these Terms and the Direct MSA on End Customer-facing matters, these Terms prevail; on the commercial relationship (fees, term), the Direct MSA prevails. In the event of any conflict between these Terms and the VTC Platform service-level and specification schedule to the Direct MSA, that schedule prevails on its subject matter; and in the event of any conflict with the Data Processing Agreement applicable to the Direct relationship, that DPA prevails on data protection matters.

1. Preamble

1.1 Parties and acceptance

These Terms govern access to and use of the ORamaVR Virtual Training Center platform (the “VTC Platform” or “Platform”) provided by ORamaVR SA (“ORamaVR”, “Provider”, “we”, “us”, or “our”).

By clicking “I Accept”, by creating an account on the VTC Platform, or by otherwise accessing or using the Platform, the subscribing entity (“End Customer”, “Subscriber”, “You”, or “Your”) agrees to be bound by these Terms, which form a legally binding contract between ORamaVR and the

End Customer. If You are using the Platform on behalf of a company or other legal entity, You represent that You have authority to bind that entity to these Terms.

1.2 Direct relationship

These Terms apply where the End Customer has obtained access to the VTC Platform directly from ORamaVR under the Direct MSA. ORamaVR licenses and invoices the End Customer directly; there is no reseller, distributor, or co-marketing partner intermediary in the Direct channel. ORamaVR provides both Tier 1 and Tier 2 support, and is the End Customer's renewal and notice contact. (Where the End Customer instead obtains access through an Authorised Channel Partner, the partner-pack VTC End Customer Terms (Exhibit B, OVR-SCH-002) apply in place of these Terms.)

1.3 Acceptance model

These Terms are accepted by the End Customer through the click-through mechanism presented at first access to the VTC Platform Org-Admin Portal, regardless of the End Customer's licensed CCU volume. For procurement-driven End Customers (typically large hospital systems), the End Customer's procurement function may require these Terms to be accepted in signed PDF form rather than by click-through; where this is required on a deal-by-deal basis, ORamaVR will execute a counterpart copy of these Terms together with the End Customer's Order Form. Signed acceptance modifies only the mode of acceptance, not the substance of these Terms.

1.4 Documents incorporated by reference

These Terms incorporate by reference the following ORamaVR Standard-Form Documents, each as amended from time to time in accordance with the Standard-Form Document Amendments mechanism in the Direct MSA: the VTC Platform specifications and service-level schedule to the Direct MSA; the Data Processing Agreement applicable to the Direct relationship, including its annexes; the Acceptable Use Policy; the SIM Library End User Licence Agreement; the JARIA Terms of Use, governing use of JARIA (Just Another Remarkably Intelligent Assistant), ORamaVR's AI virtual assistant integrated into the VTC Platform; and the ORamaVR Privacy Policy.

2. Definitions

Capitalised terms used in these Terms have the meanings set out below or, where defined in the Direct MSA, the meaning given there. Where a term is defined in the ORamaVR Master Glossary (OVR-GLO-001), the Master Glossary definition prevails to the extent of any inconsistency.

“Acceptable Use Policy” means the policy governing the permissible scope of use of the VTC Platform and applications, published by ORamaVR and incorporated into these Terms by reference.

“Application” means any XR software application made available through the VTC Platform, including SIM Library titles and Custom Simulations.

“Client Tenant” means the separate organisational environment created within the VTC Platform for the End Customer, providing data isolation, branding, and independent licence and user management.

“Concurrent User” or “CCU” means a single user account in an active session on the VTC Platform at one point in time. The maximum number of CCUs is determined by the End Customer’s VTC Licence. CCU operates as a floating licence: registered users are unlimited, and only concurrent active sessions are counted.

“Confidential Information” means 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 its nature and the circumstances of disclosure.

“DPA” means the Data Processing Agreement applicable to the Direct relationship, governing the processing of personal data on the VTC Platform.

“End Customer” / “Subscriber” / “You” / “Your” means the entity that has obtained a VTC Licence under the Direct MSA and is bound by these Terms.

“JARIA” means ORamaVR’s AI virtual assistant integrated into the VTC Platform, expanded as “Just Another Remarkably Intelligent Assistant”, and governed by the JARIA Terms of Use (OVR-POL-005).

“OMEN” means ORamaVR’s generative AI co-pilot for authoring tasks, where made available.

“Org Admin” means the administrative user role within the VTC Platform with privileges to manage users, Sub-Tenants, licences, and supervisors within the End Customer’s Client Tenant.

“ORamaVR IP” means all Intellectual Property Rights in and to the VTC Platform, JARIA, OMEN, the SIM Library, all platform software, documentation, tools, libraries, and components, and any derivatives, enhancements, or modifications thereof.

“Patient-Identifiable Data” means any data, in any form (including audio, video, image, text, biometric, or structured record), that identifies, or that could reasonably be used (alone or in combination with other reasonably accessible information) to identify, an individual patient, including direct identifiers (name, date of birth, address, contact details, government identifiers, medical record numbers, insurance numbers) and indirect identifiers that, in combination, would render an individual identifiable. Data that has been irreversibly anonymised in accordance with industry-standard anonymisation techniques, or that has been pseudonymised with the key held exclusively outside the VTC Platform, is not Patient-Identifiable Data for the purposes of these Terms.

“Pro Trial” means the thirty (30) day evaluation regime described at §5.1(b).

“Publisher” means a third-party institution or entity that has entered into a SIM Library Publisher Agreement (OVR-PUB-001) with ORamaVR, licensing one or more Publisher-Owned SIMs to ORamaVR for distribution through the SIM Library.

“Publisher-Owned SIM” means an XR simulation application included in the SIM Library that is owned by a Publisher and licensed to ORamaVR under a Publisher Agreement for distribution to End Customers. End Customer use of both Publisher-Owned and ORamaVR-Owned SIMs is governed by the SIM Library End User Licence Agreement.

“SIM Library” means the catalogue of XR training simulations made available by ORamaVR under the SIM Library End User Licence Agreement.

“Sub-Tenant” means a grouping within a Client Tenant used to organise End Customer users by department, campus, or other logical unit.

“Subscription Period” means the duration for which the VTC Licence is active. The minimum Subscription Period is twelve (12) months.

“Subscription Tier” means the per-Concurrent-User volume-discount band applicable to the End Customer’s VTC Licence, as set out in the applicable Order Form. VTC is licensed and priced per CCU; the band labels are an internal volume-discount schedule, not customer-facing packages — the End Customer licenses the exact number of CCUs it requires at the applicable per-CCU rate. Any Educational discount is a discretionary, eligibility-based pricing arrangement applied through the Order Form and is not a separate tier, channel, or package.

“Supervisor” means a user role within a Sub-Tenant with delegated administrative permissions to manage learners and review submissions within the assigned group.

“VTC Licence” means the subscription licence granting the End Customer the right to access and use the VTC Platform for a specified number of CCUs for a defined Subscription Period.

“VTC Platform” or “Virtual Training Center” means ORamaVR’s XR training management platform, including all infrastructure, runtime, authentication, licence management, learning management, analytics, multi-user capabilities, and the Org-Admin Portal, as further described in the specifications schedule to the Direct MSA.

“XR” means Extended Reality, encompassing Virtual Reality (VR), Augmented Reality (AR), and Mixed Reality (MR) technologies.

3. Description of the VTC Platform

The VTC Platform is described in detail in the specifications schedule to the Direct MSA. This Section 3 summarises the principal services for the End Customer’s convenience; in the event of any inconsistency, the specifications and service-level schedule prevails on its subject matter.

3.1 Platform services

The VTC Platform provides centralised programme management and deployment of XR training simulations, identity and access management with role-based access control, Concurrent User licence enforcement, performance analytics, multi-user collaborative training, integration with JARIA and (where available) OMEN, and access to the application registry of SIM Library titles licensed to the End Customer.

3.2 Org-Admin Portal

End Customers with Org Admin access to the Portal may: (a) manage users (invite, remove, assign roles); (b) create and manage Sub-Tenants; (c) assign Supervisors; (d) distribute licences from allocated CCU pools; (e) review submissions and track onboarding status; and (f) request additional application licences from ORamaVR.

3.3 JARIA

Where the End Customer's subscription includes JARIA, use of JARIA is governed by the JARIA Terms of Use, which the End Customer accepts on first invocation of JARIA. JARIA outputs are provided for training and informational purposes only and are not a substitute for professional medical advice, diagnosis, or treatment. ORamaVR makes no warranty as to the accuracy, completeness, or reliability of JARIA outputs and disclaims liability for actions taken in reliance on them, except as expressly provided in the JARIA Terms of Use.

3.4 Exclusions

Unless expressly stated otherwise, the Platform does not include: (a) hardware (XR headsets, computers, peripherals); (b) third-party software licences beyond those expressly provided by ORamaVR; (c) on-site personnel deployment; or (d) Application licences, which are separate from the VTC Licence.

4. Licence Grant and Restrictions

4.1 Licence grant

Subject to these Terms and payment of all applicable fees, ORamaVR grants the End Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the VTC Platform during the Subscription Period, solely for the End Customer's internal training purposes, and within the number of CCUs and user licences specified in the End Customer's Order Form.

4.2 Restrictions

(a) General restrictions. The End Customer shall not, and shall not permit any third party to: use the Platform for any unlawful purpose or in violation of any applicable law or regulation; reproduce, sell, resell, or exploit any portion of the Platform without ORamaVR's prior written consent; decompile, disassemble, reverse engineer, or attempt to derive the source code of the Platform or any component; modify, adapt, alter, translate, or create derivative works of the Platform; remove, alter, or obscure any proprietary rights notices; exceed the number of CCUs or user licences specified in the Order Form, or share login credentials across multiple physical individuals simultaneously; upload or transmit viruses, malicious code, or content that could affect the functionality or security of the Platform; interfere with or circumvent the security features of the Platform, or attempt to access other End Customers' Client Tenants or data; or upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or that infringes any third party's rights.

(b) Patient-data prohibition. The End Customer shall not upload, post, transmit, or otherwise process Patient-Identifiable Data on, in, or through the VTC Platform under any subscription. The VTC Platform is a training environment and is not designed, intended, or authorised for the processing of clinical or patient-identifiable health data. The categories of personal data permitted on the Platform are those identified in §8.2 and in the DPA; Patient-Identifiable Data falls outside those categories and is prohibited.

4.3 Acceptable use

The End Customer shall comply with the Acceptable Use Policy at all times. Material violation of the Acceptable Use Policy may result in suspension or termination of Platform access in accordance with Section 11.

(a) Anonymisation / pseudonymisation warranty. The End Customer warrants and represents that any clinical data uploaded to or processed through the VTC Platform has been irreversibly anonymised, or has been pseudonymised with the key held exclusively outside the VTC Platform and not made available to ORamaVR or its sub-processors. The End Customer is responsible for the implementation, adequacy, and ongoing maintenance of its anonymisation and pseudonymisation processes. This is a continuing warranty and applies to each upload, transmission, or processing operation initiated by or on behalf of the End Customer. This warranty survives termination of these Terms in respect of the period during which the End Customer used the Platform.

4.4 User account responsibilities

The End Customer is responsible for: (a) maintaining the confidentiality of all user accounts, passwords, and access credentials; (b) all activities conducted under its user accounts; (c) assigning user accounts to specific physical individuals within its organisation; (d) downloading offline analytics and user data before any reassignment or de-provisioning; (e) resetting or purging all user data associated with a user account prior to reassigning it to another individual; and (f) promptly notifying ORamaVR of any unauthorised use of its accounts or any other security incident.

5. Subscription Term, Renewal, and Payment

5.1 Subscription Period and minimum term

(a) Standard Subscription Period. The VTC Licence is active for the Subscription Period specified in the End Customer's Order Form. The minimum Subscription Period is twelve (12) months.

(b) 30-day Pro Trial. ORamaVR may, at its discretion, offer eligible End Customers a thirty (30) day evaluation period for a Pro-equivalent VTC subscription (the "Pro Trial"). The Pro Trial: (i) provides full Pro-equivalent VTC Platform functionality during the trial period, subject to the carve-outs in (vi); (ii) auto-converts at the end of the thirty (30) day period to a paid Pro-equivalent VTC subscription on the then-current Order Form pricing, billed against the payment method on file, unless the End Customer cancels before the end of the trial period; (iii) requires a valid payment method to be registered at sign-up; (iv) is preceded by a reminder sent no later than the seventh (7th) day before trial expiry, identifying the auto-conversion date, the price, and the cancellation channel; (v) may be terminated by ORamaVR at any time on written notice, including on reasonable suspicion of misuse or breach; and (vi) is subject to the following carve-outs: (A) no Service Levels apply; (B) no warranty is given in relation to the Pro Trial functionality; and (C) any aggregate liability of ORamaVR in connection with the Pro Trial shall not exceed any fees actually paid in respect of the Pro Trial.

5.2 Auto-renewal and opt-out

Unless the End Customer opts out as set out below, the VTC Licence renews automatically at the end of each Subscription Period for a further period equal to the initial Subscription Period (a “Renewal Period”) on the then-current Order Form pricing. The End Customer may opt out of automatic renewal by giving written notice to ORamaVR at least sixty (60) days before the end of the then-current Subscription Period.

5.3 Payment

Payment terms are as specified in the End Customer’s Order Form with ORamaVR. All fees are due in advance and payable upon subscription. Late payments are subject to interest at one and one-half per cent (1.5%) per month or the maximum permitted by law, whichever is lower. ORamaVR reserves the right to suspend or terminate Platform access until payment is made in full, in accordance with the Direct MSA and the ORamaVR Billing Policy.

5.4 Price adjustments

The VTC Licence price for the initial Subscription Period is locked upon subscription. ORamaVR may adjust pricing for subsequent Subscription Periods upon at least ninety (90) days’ prior written notice to the End Customer, in line with the Order Form and the Direct MSA.

6. Service Levels and Support

6.1 Service Levels

Service Levels for the VTC Platform, including platform availability targets, scheduled maintenance windows, and Tier 2 support response targets, are set out in the service-level schedule to the Direct MSA, which prevails on its subject matter in the event of any inconsistency.

6.2 Support

ORamaVR provides both Tier 1 support (device-level matters including device setup and configuration, application sideloading, first-run guidance, headset usage, and basic connectivity, on the terms set out in the Order Form) and Tier 2 support (platform-level matters including login and authentication, platform defects, IT integration, platform updates, and licence or billing discrepancies). The End Customer may contact ORamaVR support directly.

7. Intellectual Property

7.1 ORamaVR IP

ORamaVR retains full and exclusive ownership of all Intellectual Property Rights in and to the ORamaVR IP, including the VTC Platform, JARIA, OMEN, the SIM Library, all platform software, documentation, tools, libraries, and components, and any derivatives, enhancements, modifications, or developments thereof. Nothing in these Terms grants the End Customer any ownership interest in the ORamaVR IP.

7.2 Third-party Application IP

Applications made available through the VTC Platform by third parties remain the intellectual property of their respective owners. ORamaVR is not responsible for the content, functionality, or performance of such third-party Applications, which are governed by their own end user licence agreements presented to the End Customer at first run.

7.2A Publisher-Owned SIMs

Where an Application made available through the VTC Platform is a Publisher-Owned SIM: (a) IP ownership — the Publisher-Owned SIM remains the intellectual property of the relevant Publisher; ORamaVR distributes Publisher-Owned SIMs under sublicensing rights granted to ORamaVR by each Publisher under the applicable Publisher Agreement (OVR-PUB-001); the End Customer's right to use a Publisher-Owned SIM is governed by the SIM Library End User Licence Agreement and is no broader than the sublicensing rights ORamaVR holds under that Publisher Agreement; (b) Attribution — Publisher attribution is displayed in the SIM Library catalogue entry for each Publisher-Owned SIM; the End Customer shall not remove, modify, or obscure any Publisher attribution; (c) ORamaVR's liability scope — ORamaVR is not responsible for, and makes no warranty as to, the clinical content, accuracy, completeness, or fitness for purpose of a Publisher-Owned SIM as authored by the Publisher; ORamaVR's warranty obligations extend to platform performance and service levels and do not extend to the underlying clinical content of Publisher-Owned SIMs; any claim arising from the clinical content of a Publisher-Owned SIM (as distinct from JARIA outputs overlaid on that SIM, which are ORamaVR's responsibility under §9.3A) must be directed to ORamaVR, which will seek recourse from the Publisher under the applicable Publisher Agreement; (d) Removal from catalogue — Publisher-Owned SIMs may be removed from the SIM Library catalogue in accordance with ORamaVR's rights under the applicable Publisher Agreement; where removed, existing End Customer licences remain in force for the remainder of their then-current Subscription Period.

7.3 End Customer Data

The End Customer retains all rights in its own data uploaded to or generated through the Platform (excluding ORamaVR's proprietary analytics and platform metadata). ORamaVR is granted a limited licence to use End Customer data solely for the purpose of providing and maintaining the Platform services, in accordance with the DPA. The End Customer's anonymisation and pseudonymisation warranty in §4.3(a) applies to all such data.

7.4 Feedback

If the End Customer submits questions, comments, suggestions, ideas, or other feedback about ORamaVR or the Platform ("Feedback"), such Feedback is non-confidential and ORamaVR is entitled to the unrestricted use and dissemination of Feedback for any purpose, without acknowledgement or compensation.

8. Data Privacy and Security

8.1 Roles

ORamaVR acts as Data Controller for personal data collected through the VTC Platform for ORamaVR's own purposes, including account management, platform analytics, and product improvement, on the legal bases set out in the Privacy Policy. Where ORamaVR processes End Customer personal data on behalf of the End Customer (for example, performance analytics processed for the End Customer's reporting purposes), ORamaVR acts as Data Processor under the DPA.

8.2 Categories of personal data

ORamaVR collects through the VTC Platform: (a) email address; (b) username; (c) encrypted password; (d) first and last name; (e) Client Tenant association; (f) role assignment (Org Admin, Supervisor, or Trainee); and (g) session and usage data, anonymised for analytics purposes. Consistent with §4.2(b), these categories do not include Patient-Identifiable Data; the End Customer warrants under §4.3(a) that any clinical data uploaded has been anonymised or pseudonymised.

8.3 Processing, transfers, and rights

Processing of personal data is carried out in accordance with the Privacy Policy and the DPA, and in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) and the Swiss Federal Act on Data Protection. Data subject rights are handled by ORamaVR as Data Controller and may be exercised through the channels described in the Privacy Policy.

8.4 Retention

Personal data is retained for the duration of the Subscription Period and for such additional period as required by applicable law or contractual obligation. Upon termination, ORamaVR shall make the End Customer's data available for download for thirty (30) days, after which ORamaVR may delete such data in accordance with the DPA.

8.5 Confidentiality

Each party shall maintain the strict confidentiality of all Confidential Information disclosed by the other party, and shall not use it for any purpose other than as necessary to perform its obligations under these Terms. This obligation survives termination for five (5) years.

9. Disclaimers and Limitation of Liability

9.1 Disclaimer of warranties

THE VTC PLATFORM 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, OR NON-INFRINGEMENT. ORAMAVR DOES NOT WARRANT THAT USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THIS §9.1 DOES NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER MANDATORY APPLICABLE LAW.

9.2 Exclusion of indirect damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ORAMAVR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, OR BUSINESS INTERRUPTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

9.3 Liability cap

ORAMAVR'S TOTAL AGGREGATE LIABILITY TO THE END CUSTOMER ARISING OUT OF OR RELATING TO THESE TERMS AND THE END CUSTOMER'S USE OF THE VTC PLATFORM SHALL NOT EXCEED THE TOTAL VTC LICENCE FEES PAID BY THE END CUSTOMER TO ORAMAVR IN RESPECT OF THE END CUSTOMER'S USE OF THE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. This §9.3 operates consistently with, and does not displace, the limitation-of-liability provisions of the Direct MSA.

9.3A JARIA AI liability

The End Customer acknowledges that JARIA is an ORamaVR-owned AI overlay layer integrated with the VTC Platform and, where applicable, with SIM Library applications (including Publisher-Owned SIMs). As between ORamaVR and the End Customer: (a) JARIA's assessment algorithms, scoring models, feedback generation, and AI outputs are solely ORamaVR's responsibility; the End Customer shall have no claim against any Publisher or third party in respect of the accuracy or reliability of any JARIA AI output, any reliance placed on it in a clinical or training context, or any inaccuracy that misrepresents the underlying SIM content; (b) any liability of ORamaVR arising from or in connection with JARIA is included in, and subject to, the aggregate liability cap in §9.3 on an aggregated basis with all other ORamaVR liability under these Terms; no separate or additional liability cap applies to JARIA-specific claims; (c) where the End Customer raises a complaint or claim relating to JARIA AI outputs, the End Customer shall notify ORamaVR in accordance with §14.6, and ORamaVR shall handle the substantive response; and (d) nothing in this §9.3A modifies the exclusion in §3.3 — JARIA outputs are not a substitute for professional medical advice, diagnosis, or treatment, and the End Customer is responsible for ensuring that its End Users apply appropriate professional judgment before relying on any JARIA output.

9.4 Third-party Applications

ORamaVR shall have no liability for the content, functionality, performance, or suitability of third-party Applications, which are governed by their own end user licence agreements.

9.5 Exclusions from liability

ORamaVR shall not be liable for damages or losses resulting from: (a) the End Customer's failure to comply with these Terms, the Acceptable Use Policy, or the SIM Library EULA; (b) unauthorised access to or use of the End Customer's accounts, except to the extent caused by ORamaVR's gross negligence or wilful misconduct; (c) force majeure events under §14.1; (d) third-party software, hardware, or internet connectivity not controlled by ORamaVR; (e) the End Customer's failure to meet the system requirements set out in the specifications schedule; (f) suspension of access due

to non-payment by the End Customer; or (g) any breach by the End Customer of the patient-data prohibition in §4.2(b) or the anonymisation / pseudonymisation warranty in §4.3(a).

9.5A XR/VR experience risks

The End Customer acknowledges that the VTC Platform is designed for use with Extended Reality (XR) hardware, including Virtual Reality (VR) headsets, and that XR/VR experiences may pose risks including, without limitation, motion sickness, disorientation, eye strain, and, in rare cases, risk of physical injury from falls or collisions with physical surroundings while wearing a headset. The End Customer is solely responsible for ensuring: (a) that End Users are briefed on the physical risks of XR/VR use before commencing any session; (b) that End Users use XR/VR hardware in a safe, clear physical environment; and (c) that any End User who experiences adverse physical or health effects during an XR/VR session ceases use immediately and seeks appropriate assistance. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORAMA VR SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH ARISING OUT OF OR RELATED TO AN END USER'S USE OF XR/VR HARDWARE IN CONNECTION WITH THE VTC PLATFORM OR ANY APPLICATION, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY ORAMA VR'S OWN GROSS NEGLIGENCE OR WILFUL MISCONDUCT. This §9.5A operates within, and does not increase, the aggregate liability cap in §9.3.

10. Indemnification

10.1 End Customer indemnification

The End Customer shall indemnify, defend, and hold harmless ORamaVR and its officers, directors, employees, agents, and affiliates from any claim or demand, including reasonable attorneys' fees, arising out of: (a) the End Customer's breach of these Terms; (b) the End Customer's violation of any applicable law or the rights of a third party; (c) the End Customer's use of the Platform in violation of these Terms or the Acceptable Use Policy; (d) any content uploaded by the End Customer that infringes third-party rights; or (e) any breach by the End Customer of the patient-data prohibition in §4.2(b) or the anonymisation / pseudonymisation warranty in §4.3(a).

10.2 ORamaVR IP indemnification

ORamaVR shall defend the End Customer against any third-party claim that the End Customer's use of the VTC Platform in accordance with these Terms infringes any patent, copyright, or trademark, and shall indemnify the End Customer for amounts finally awarded, provided the End Customer (a) promptly gives ORamaVR written notice; (b) gives ORamaVR sole control of the defence and settlement; and (c) provides reasonable assistance. ORamaVR has no obligation to the extent the claim arises from (i) modification of the Platform by anyone other than ORamaVR; (ii) combination of the Platform with software, hardware, or data not provided by ORamaVR; or (iii) use of the Platform other than in accordance with these Terms.

11. Term and Termination

11.1 Term

These Terms are effective from the date the End Customer first accesses the VTC Platform and remain in effect for the duration of the End Customer's Subscription Period, including any Renewal Period.

11.2 Termination by ORamaVR

ORamaVR may suspend or terminate the End Customer's VTC Platform access immediately upon written notice if: (a) the End Customer breaches any material term of these Terms and fails to cure within thirty (30) days of written notice; (b) the End Customer materially violates the Acceptable Use Policy; (c) the End Customer engages in activity that could harm the security or integrity of the Platform; (d) VTC Licence fees remain unpaid; (e) a court order, legal requirement, or governmental directive requires suspension; or (f) continued access poses a security or integrity risk to the Platform or to other End Customers.

(g) Patient-data suspension procedure. Without prejudice to any other right of suspension or termination in this §11.2, where ORamaVR has reasonable suspicion that the End Customer is in breach of the patient-data prohibition in §4.2(b) or the anonymisation / pseudonymisation warranty in §4.3(a): (i) ORamaVR shall give written notice describing, with reasonable particularity, the basis for the suspicion and requesting written confirmation that the End Customer has investigated, identified the affected data, and remediated; (ii) the End Customer shall provide written confirmation of remediation within five (5) business days of receipt, or within that window notify ORamaVR of the steps taken to date, the additional time reasonably required, and the interim measures applied, which ORamaVR shall consider in good faith; (iii) if the End Customer does not provide written confirmation (or a compliant request for additional time) within the five (5) business day window, ORamaVR may suspend access pending remediation, and such suspension does not relieve the End Customer of its payment obligations under §5.3; (iv) the warranty in §4.3(a) and the prohibition in §4.2(b) survive termination in respect of the period during which the End Customer used the Platform.

11.3 End-Customer Performance Data

End-Customer Performance Data — including session logs, competency scores, assessment outcomes, and usage telemetry generated by End Users during use of the VTC Platform or any SIM Library application — is processed by ORamaVR as Processor on behalf of the End Customer in accordance with the DPA. The End Customer controls access to its identifiable End-Customer Performance Data within its Client Tenant and may grant or revoke access through the administrative controls described in §3.2.

11.3A Anonymised analytics

Anonymised, aggregated analytics derived from End-Customer Performance Data may be used by ORamaVR, in accordance with the Privacy Policy and applicable data protection law, for: (a) Platform improvement — improving VTC Platform functionality, refining JARIA models, and internal benchmarking; (b) Publisher reporting — where the End Customer uses Publisher-Owned SIMs, ORamaVR may include anonymised, aggregated analytics relating to those SIMs in usage reports to the relevant Publisher in accordance with the applicable Publisher Agreement, provided such analytics shall not identify any individual End User or the End Customer

organisation without that End Customer's prior written consent; (c) Non-identifying constraint — analytics shared under this §11.3A shall not include personal data or any data that, alone or in combination with other reasonably available information, would identify an individual End User or the End Customer organisation, and where ORamaVR aggregates data across multiple End Customers for benchmarking purposes, the aggregate set shall contain data from a minimum of five (5) distinct End Customer organisations before external sharing.

11.5 Termination by End Customer

The End Customer may terminate the VTC Licence by providing written notice in accordance with §5.2. Refund terms (if any) are governed by the End Customer's Order Form and the Direct MSA.

11.6 Effect of termination

On termination or expiry of the VTC Licence: (a) all rights and licences granted to the End Customer under these Terms cease; (b) the End Customer shall cease all use of the Platform; (c) ORamaVR shall make the End Customer's data available for download for thirty (30) days, after which ORamaVR may delete such data in accordance with the DPA; (d) all obligations and liabilities accrued prior to termination survive; and (e) access to any Applications operating on the VTC Platform is disabled.

11.7 Survival

Sections 4.2(b), 4.3(a), 7 (Intellectual Property), 8.5 (Confidentiality), 9 (Disclaimers and Limitation of Liability), 10 (Indemnification), 11.3, 11.3A, 13 (Governing Law and Dispute Resolution), and 14 (General Provisions) survive termination of these Terms.

12. Modifications to these Terms

ORamaVR may modify these Terms in accordance with the Standard-Form Document Amendments mechanism in the Direct MSA. Material amendments require thirty (30) days' prior notice; non-material amendments require ten (10) days' prior notice.

13. Governing Law and Dispute Resolution

13.1 Governing law

These Terms are governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of laws principles, and without prejudice to any mandatory provisions of EU consumer protection law that apply by virtue of an EEA-established End Customer.

13.2 Dispute resolution

Any dispute arising out of or in connection with these Terms shall be resolved in accordance with the dispute resolution mechanism in the Direct MSA (arbitration seated in Geneva under the Swiss Rules of International Arbitration).

13.3 Class action waiver

To the maximum extent permitted by applicable law, the End Customer waives any right to bring or participate in any class action, collective action, or representative action against ORamaVR.

14. General Provisions

14.1 Force majeure

Neither party shall be liable for any failure or delay in performance under these Terms (other than payment obligations) caused by acts beyond its reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.

14.2 Assignment

The End Customer shall not assign or transfer these Terms or any rights hereunder without ORamaVR's prior written consent. ORamaVR may assign these Terms in connection with a merger, acquisition, reorganisation, or sale of substantially all of its assets.

14.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14.4 Entire agreement

These Terms, together with the Direct MSA, the documents incorporated by reference in §1.4, and any Order Form, constitute the entire agreement between the parties with respect to the VTC Platform and supersede all prior agreements and understandings on that subject matter.

14.5 No waiver

The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

14.6 Notices

All notices under these Terms shall be in writing and shall be sent to the addresses set out in the Direct MSA or in the End Customer's Order Form.

14.7 Limitation on time to file claims

Any claim arising out of or relating to these Terms must be filed within one (1) year of the date the claim arose, except where a longer period is required by mandatory applicable law.

14.8 Language

These Terms are entered into in the English language. Any translation is provided for convenience only; the English version prevails in the event of any inconsistency.

Document Control

Version	Date	Status	Notes
v1.0-R	4 June 2026	Superseded by v1.1-R	Code convention harmonised (OVR-EULA-002); prior draft history retired.
v1.1-R	10 June 2026	Current	Added §9.5A (XR/VR experience risks and liability waiver), absorbing and superseding the standalone VR Liability Waiver from the retired 2024 Launcher Terms and Conditions.
v.2_R	11 June 2026	Issued — Release Edition v.2_R	v.2_R release: version code unified across GTM suite.