

END-USER SOFTWARE LICENSE AGREEMENT

VOLVICON (TRIAL, STANDARD, PROFESSIONAL, ULTIMATE, RESEARCH, AND STUDENT EDITIONS)

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This license agreement (the "Agreement") is a legally binding agreement between you (either an individual or a legal entity) and VOLVICON for the software product identified and defined hereafter, which includes computer software and electronic documentation.

Please read the following Agreement carefully before using the Software. By installing or otherwise using the Software you agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms of this Agreement, you are not authorized to install or use the Software.

1. DEFINITIONS

The following terms shall have the following meanings:

"Annual License" means an annual subscription basis only

"Clinical Use" shall mean the use for the diagnosis, the cure, the mitigation, the treatment or the prevention of any disease or other conditions of patients (man or animal) from whom the used medical images originate, as authorized by the proper regulatory authorities in accordance with the laws and regulations of the relevant jurisdiction(s).

"Commercial Use" shall mean the selling, renting, leasing or lending the output of the Software for any kind of consideration or the provision of services for any kind of consideration, excluding Educational Use and Research Use.

"Documentation" shall mean the technical publications prepared and delivered to Licensee by Licensor relating to the use of the Software, such as reference and tutorial manuals.

"Educational Use" shall mean the training or education of people.

"Industrial Use" shall mean the use in manufacturing, engineering, quality assurance, reverse engineering, or other industrial applications.

"Licensed Material" shall mean the media containing the Software, the Software and the Documentation.

"Concurrent Seat" shall mean authorisation for one running instance of the Software under a Floating License.

"Floating License" shall mean a license that permits the Software to be installed on authorised computers and used up to the purchased number of Concurrent Seats.

"Hosted Online Licensing Service" shall mean the online service operated by or on behalf of Licensor to validate Floating Licenses and manage Concurrent Seats.

"Licensee" shall mean the holder of the license as specified in the order document issued by VOLVICON.

"Licensor" shall mean VOLVICON

"Medical Edition" shall mean Software licenses intended for use in medical, dental, or clinical environments, but WITHOUT any regulatory clearance, FDA approval, CE marking, or similar certifications. These licenses are provided with enhanced features relevant to medical imaging but carry NO warranty of fitness for Clinical Use.

"Non-Medical Edition" shall mean Software licenses explicitly restricted to research, educational, and industrial applications only.

"Password" shall mean the license key or signed license file transferred from Licensor to Licensee allowing Licensee to use the Software.

"Perpetual License" means a subscription with no limit in time

"Research Use" shall mean doing research with an academic and non-commercial purpose.

"Software" shall mean Computer programs in machine-readable form (object code) marketed under the name Volvicon (Trial, Standard, Professional, Ultimate, Research or Student editions).

"Regulatory Disclaimer" means that ALL versions of the Software, regardless of license type, are NOT approved as medical devices by any regulatory authority. Users assuming any clinical risk do so entirely at their own discretion and liability.

1. LICENSE TYPES, SOFTWARE EDITIONS, USE OF THE SOFTWARE

Non-Medical Editions

The Licensor does not intend for the Licensed Material of the Non-Medical Editions to be used as a medical device. These editions have not received regulatory clearance and are not FDA approved. Therefore, any Clinical Use of the Licensed Material of the Non-Medical Editions is strongly discouraged and should be undertaken with extreme caution. The Licensee accepts all risks and responsibilities associated with any use of Non-Medical Editions for purposes other than Research Use, Educational Use, or Industrial Use. The Licensor explicitly disclaims any liability for damages or losses arising from the use of Non-Medical Editions in clinical settings.

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CRITICAL NOTICE: Medical Purpose Licenses have NOT received regulatory clearance from FDA, CE, or any other regulatory body. They are NOT approved medical devices. These licenses provide features relevant to medical imaging applications but carry NO warranty of fitness for Clinical Use. Any use in clinical settings is entirely at the user's risk and discretion. The Licensor expressly disclaims ALL liability for clinical applications. The Software is intended for research, educational, and industrial purposes only and is NOT intended to replace professional medical judgment or clinical decision-making.

The following types of licenses are available:

Trial License

- Duration: 30 days
- Features: Full feature access (Ultimate tier) during evaluation
- Usage: Evaluation purposes only
- Commercial Use: Prohibited

- Clinical Use: Prohibited

Standard License

- Duration: Annual or Perpetual
- Features: Standard-tier core functionality
- Usage: Industrial, Research (Non-Medical Edition only)
- Clinical Use: Medical Edition only

Professional License

- Duration: Annual or Perpetual
- Features: Standard + Professional-tier features (Volume Mesh Tools, AI Segmentation, Custom Scripting)
- Usage: Industrial, Research, Clinical (Medical Edition only)
- Commercial Use: Permitted

Ultimate License

- Duration: Annual or Perpetual
- Features: All features (Ultimate tier) with enterprise capabilities
- Usage: All permitted uses
- Clinical Use: Medical Edition only
- Site License options available

Research License

- Duration: Annual or Perpetual
- Features: Ultimate-tier feature access for research use
- Usage: Academic and non-commercial research only
- Commercial Use: Prohibited
- Clinical Use: Prohibited

Student License

- Duration: Annual
- Features: Professional-tier feature access for educational use
- Usage: Educational purposes only
- Commercial Use: Prohibited
- Clinical Use: Prohibited

1.a. Trial License

Under a Trial License, the Licensor grants to the Licensee, who accepts a personal, royalty-free, temporary and restricted right to use the Software on a single machine in single-user mode exclusively for evaluation purposes with full feature access (Ultimate tier).

Any other use of the Software, even occasional, is absolutely prohibited. For the sake of clarity, Clinical Use, Commercial Use, and production Research or Educational Use are absolutely prohibited.

A Trial License is granted for a period of 30 days. Licensor will provide one Password. This Agreement will take effect upon transfer of the Password from Licensor to Licensee and will remain in force until expiration of the Password.

1.b. Academic Research License

Under a Research License, Licensor grants the Licensee, who accepts, a personal and restricted right to use the Non-Medical Edition of the Software for Research Use. Any other use of the Software is absolutely prohibited. For the sake of clarity, Clinical Use, Commercial Use, and Educational Use are absolutely prohibited.

The following restrictions apply to a Research License:

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In consideration of the conditions under which this Research License is granted, Licensor may request that:

- The Licensee makes available the Institution's facilities free of charge to Licensor to conduct trainings or workshops.
- The Licensee may publish and/or present the results of the work where reasonably practicable. In all such publications and presentations, the Licensee shall mention VOLVICON as the company that granted the right to use and operate the Software, and include in such reference "Volvicon Research", with the appropriate trademark and copyright notices.
- The Licensee will provide Licensor with a copy of the publication.

The Licensee entitles the Licensor to refer in public without restriction to the academic research organisation of the Licensee as official VOLVICON software user.

1.c. Student License

Under a Student License, the Licensor grants the Licensee, who accepts, personal and restricted right to use the Software, for Educational Use. Any other use of the Software is absolutely prohibited. For the sake of clarity, Clinical Use, Commercial Use and Research Use (other than educational research) are absolutely prohibited.

The following restrictions apply to a Student License:

- The Software may be installed on a single CPU owned or controlled by the Licensee.
- The Licensee must be currently enrolled as a student in an accredited educational institution.
- The Software may not be used for any revenue-generating activity.

Licensor may provide Licensee with additional associated educational materials. These materials may only be used for academic educational purposes in connection with the Volvicon Student Edition. At expiry of the Student License, these materials must be destroyed.

1.e. Standard, Professional, and Ultimate Licenses

Under these commercial licenses, the Licensor grants the Licensee the rights corresponding to the specific license level purchased: Standard License: Core functionality for industrial and research applications (Non-Medical Edition) or clinical applications (Medical Edition).

Professional License: Professional-tier functionality with commercial use rights for all permitted applications.

Add-on modules (for example, CT Reconstruction) are licensed separately and may be purchased for any tier.

Ultimate License: Full enterprise-grade functionality with site license options and premium support.

All commercial licenses are available as either Annual or Perpetual Licenses based on purchase.

1.e. Terms, conditions and restrictions applicable to all licenses

The Licensee understands that any use of the Software, which is different from that described the applicable type of license, is not allowed under this Agreement and requires a different type of license. The Licensor remains the sole and exclusive owner of the Software and reserves the right at all times to modify the Software.

The following restrictions of use of the Software apply to all types of licenses:

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- The Licensee may not assign, sub license, transfer, pledge, lease, rent or share any rights proceeding from this Agreement.
- The Licensee may not sell Licensed Material or any part or copy thereof.

2. NODE-LOCKED OR FLOATING LICENSES

2.a. Node-locked (single-computer) license

Except as provided under paragraph 2.b. 'Floating license', a node-locked license permits the Software to be installed and used only on one computer owned, leased or otherwise controlled by Licensee. The license is associated with that computer's hardware. Concurrent use on another computer is not permitted unless the applicable order authorises additional node-locked licenses or a Floating license.

2.b. Floating license

A Floating license permits the same Software and signed license file to be installed on authorised computers owned, leased or otherwise controlled by Licensee, subject to the number of concurrent seats stated in the applicable order, quotation, or license record. Each running instance of the Software must obtain and maintain a concurrent seat from Licensor's hosted online licensing service. The number of simultaneous active sessions must not exceed the purchased concurrent-seat limit.

Licensee must maintain the internet connectivity required for seat checkout and renewal and must not bypass, disable, interfere with, or attempt to circumvent seat enforcement. A temporary interruption may be tolerated only while an existing seat lease remains valid; offline borrowing is not provided.

A seat is normally released when the Software closes. Licensor's hosted online licensing service may reclaim a session after its seat lease expires, including following a crash, loss of power, or loss of connectivity.

No customer-installed license-server application is required unless the Parties expressly agree otherwise in writing. Licensee must restrict the license file to authorised users and computers and must not provide it to any third party.

Any modification to the purchased concurrent-seat limit requires an updated order or other written agreement between the Parties.

2.c. Password/License Key

Access to the Software is granted by a license key or signed license file, also referred to in this Agreement as a "Password". A node-locked license is associated with the authorised computer's hardware. A Floating license identifies the licensed entitlement and is validated through Licensor's hosted online licensing service; it is not associated with a customer server. Each license has the validity period and permitted scope stated in the applicable order or license record. Licensee must protect all license keys and files against unauthorised access, copying, disclosure, or use.

3. LICENSOR'S RIGHTS

Licensor or its representative will have the right to audit the relevant computer(s) and license usage records in order to verify compliance with the above obligations. The Hosted Online Licensing Service may automatically validate Floating Licenses and record Concurrent Seat activity for license administration, security, fraud prevention, and enforcement. Licensor shall provide reasonable prior notice before conducting any audit and shall conduct such audit during normal business hours.

Licensee acknowledges and agrees that the Software and Documentation are proprietary products of Licensor protected under copyright law. Licensee further acknowledges and agrees that all right, title and interest in and to the Licensed Material, associated intellectual property rights, are and shall remain with the Licensor. This Agreement does not convey to Licensee any interest in or to the Licensed Material, but only a limited right of use, revocable in accordance with the terms of this Agreement.

4. LICENSE FEES

The license fees paid by Licensee are paid in consideration of the licenses granted under this Agreement. A valid license key or signed license file shall only be provided to the Licensee upon full payment of the license fees.

5. TERM AND TERMINATION

This Agreement is effective upon the first use of the Software on a computer.

If the Licensee has ordered an Annual License, this Agreement shall automatically expire upon the first anniversary of the Annual License. Thereafter, the Annual License shall only be renewed for periods of one year.

If the Licensee has ordered a Perpetual License, this Agreement shall continue until terminated. If not terminated by either party, the Perpetual License is not limited in time.

Licensee may terminate this Agreement at any time by destroying any Licensed Material in his possession or by returning the Licensed Material and any copies or extracts therefrom to Licensor. No refund of any amount paid will be made, except as granted in accordance with paragraph 6 'Warranty' hereunder.

The license can be terminated by Licensor if Licensee fails to comply with the terms and conditions of this Agreement, or if Licensor has serious reasons to believe that this is the case. In case of termination or cancellation of this Agreement, the license will immediately be withdrawn and stopped.

When the license entitlement expires, is terminated, or is not renewed, the Licensee must stop using the Software and the Software will automatically become non-functional. The Licensee must then destroy or remove all license keys, signed license files, media, and copies of the

Software, unless the renewal of the License is elected by the Licensee.

If the Licensee fails to comply with the terms and conditions and in particular if the Licensee does use the Software for forbidden purposes, Licensor will be entitled to issue an invoice to the Licensee for an amount equal to a rental license fee, according to the customary retail price, increased with a penalty of 10% of the price.

6. WARRANTY

If a Standard, Professional, or Ultimate license has been granted to the Licensee, Licensor warrants, for Licensee's benefit alone, for a period of ninety days from the effective date of the License Agreement with which the Software was installed for the first time (hereinafter referred to as the "Warranty Period") the Software shall operate substantially in accordance with the functional specifications in the Documentation. There will be no Warranty Period in any following renewal periods if the Licensee elects to renew its Annual License. If during the Warranty Period, it appears that any part of the Software does not function in accordance with its specifications, Licensee may return the Licensed Material to Licensor for replacement or refund of amounts paid under this License Agreement, at Licensee's choice. Licensee agrees that the foregoing constitutes his sole and exclusive remedy for breach by Licensor of warranties made under this Agreement. Except for the warranties set forth above, the Licensed Material, and the Software contained therein, are licensed "as is", and Licensor disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

In case of Student and Research licenses, the Software is warranted to perform substantially in accordance with its specifications, for a period of 90 days from the date of delivery (hereinafter "the Warranty Period"). During the Warranty Period, Licensor's obligations under the foregoing warranty shall be to use its best efforts to correct errors in the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR COMPATIBILITY WITH PARTICULAR THIRD-PARTY PRODUCTS.

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7. LIMITATION OF LIABILITY

In no event will Licensor, its affiliated companies, or any of its licensors, directors, officers or employees be liable to the Licensee for any consequential, incidental, indirect or special damages whatsoever, including without limitation, any damages for downtime, loss of data or information, personal injury, death, or any other damages arising out of (1) the use or inability to use the Software or (2) the failure to respect its suggestions or recommendations concerning the Software or (3) the computer's, the internet's or any other network's failure to operate. THIS LIMITATION OF LIABILITY SHALL APPLY WITH PARTICULAR FORCE TO ANY USE OF NON-MEDICAL EDITIONS FOR CLINICAL PURPOSES. LICENSOR'S ENTIRE LIABILITY FOR ANY DIRECT DAMAGES BASED ON ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL BE LIMITED TO THE TOTAL AMOUNTS WHICH THE LICENSEE HAS PAID FOR THE LICENSED SOFTWARE HEREUNDER.

8. CHANGES TO THIS AGREEMENT

Licensor reserves the right to change the terms of this Agreement at its discretion. If Licensee does not agree to the modified terms, Licensee must cease use of the Software. Continued use of the Software after the effective date constitutes acceptance of the revised Agreement. Changes to this Agreement will be communicated via e-mail from Licensor to Licensee, who will have the responsibility to communicate the change to all relevant end-users in case of a floating license. Changes to the Agreement will be applicable as from the first day of the month following the month in which the changes have been communicated. The continued use of the Software by Licensee or by end-users expresses assent with the changed agreement.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

10. SEVERABILITY

Should any court or competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

11. NO WAIVER

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12. DATA PROTECTION AND PRIVACY

Licensee acknowledges that Licensor collects, processes, and stores certain data in accordance with applicable data protection laws, including the European Union General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA) where applicable.

12.1. Data Types Collected

Licensor may collect and process the following categories of data:

- License Information: User email, name, company name, hardware ID, machine name, license key, license type, expiration date, application version, and Floating-license seat or session identifiers, status, checkout, heartbeat, release, and lease-expiry times
- Usage Analytics: Tool names, feature usage, session duration, anonymized user ID
- System Configuration: Operating system, CPU, RAM, GPU specifications, software version
- Support Data: Error logs, crash reports, support ticket correspondence

12.2. Legal Basis for Processing

Licensor processes data based on the following legal grounds under GDPR Article 6(1):

- Contractual Necessity (Article 6(1)(b)): License validation, software activation, and contract performance where the individual is party to the relevant contract
- Legitimate Interests (Article 6(1)(f)): License administration and enforcement, Concurrent Seat management, product improvement, fraud prevention, security, and usage analytics, subject to the applicable balancing test
- Legal Compliance (Article 6(1)(c)): Compliance with legal obligations including tax and audit requirements

12.3. Data Retention Periods

Licensor retains data for the following periods:

- License Data: 2 years after license expiration or termination
- Usage Analytics: 90 days to 2 years depending on data type

- Support Data: 1 year after case closure unless legally required otherwise
- Financial Records: 7 years as required by applicable tax laws

12.4. Security Measures

Licenser implements appropriate technical and organizational measures to protect data, including:

- Encryption of data in transit using TLS/SSL protocols
- Encryption of data at rest using industry-standard encryption algorithms
- Access controls and authentication mechanisms limiting data access to authorized personnel
- Regular security assessments and vulnerability testing
- Data backup and disaster recovery procedures

12.5. Data Sharing and Disclosure

Licenser may share data with:

- Service Providers: Cloud hosting, analytics, and payment processing providers under Data Processing Agreements
- Legal Authorities: When required by law, court order, or legal process
- Business Transfers: In connection with mergers, acquisitions, or asset sales, with notification to affected users

Licenser does NOT sell personal data to third parties for marketing purposes.

12.6. International Data Transfers

Data may be transferred to and processed in countries outside the European Economic Area. For such transfers, Licenser implements appropriate safeguards including Standard Contractual Clauses approved by the European Commission, ensuring adequate protection as required by GDPR Article 46.

12.7. User Rights (GDPR)

Under GDPR, Licensee has the following rights:

- Right of Access (Article 15): Request copies of personal data
- Right to Rectification (Article 16): Request correction of inaccurate data
- Right to Erasure (Article 17): Request deletion of personal data ("right to be forgotten")
- Right to Restriction of Processing (Article 18): Request limitation of data processing
- Right to Data Portability (Article 20): Receive data in structured, machine-readable format
- Right to Object (Article 21): Object to processing based on legitimate interests
- Right to Withdraw Consent (Article 7(3)): Withdraw consent for processing where consent was the legal basis
- Right to Lodge a Complaint (Article 77): File complaint with supervisory authority

12.8. California Consumer Privacy Act (CCPA) Rights

For California residents, Licensee has the following rights under CCPA:

- Right to Know: Categories and specific pieces of personal information collected
- Right to Delete: Request deletion of personal information
- Right to Opt-Out: Opt-out of sale of personal information (Note: Licenser does not sell personal information)
- Right to Non-Discrimination: Exercise rights without discriminatory treatment

12.9. Children's Privacy

The Software is not intended for use by individuals under the age of 18. Licenser does not knowingly collect personal data from children. If Licenser becomes aware that personal data from a child has been collected, it will take steps to delete such information promptly.

12.10. Exercising Data Protection Rights

To exercise any of the rights described above, Licensee may:

- Contact the Data Protection Officer at contact@volvicon.com
- Submit a request through the Privacy Policy page at <https://volvicon.com/privacy-policy.html>

Licenser will respond to requests within 30 days as required by applicable law. Identity verification may be required to process requests.

12.11. Changes to Data Protection Practices

Licenser reserves the right to update data protection practices. Material changes will be communicated via email or through the Software. Continued use of the Software after such notification constitutes acceptance of updated practices.

12.12. Additional Information

For comprehensive details regarding data collection, processing, retention, and user rights, refer to the Privacy Policy at <https://volvicon.com/privacy-policy.html>.

12.13. Cloud Storage Integration

The Software includes optional cloud storage integration features that enable users to save and open project files directly to and from third-party cloud storage providers such as Dropbox, OneDrive, Google Drive, and Box. Use of these features is entirely optional. This section describes how the Software handles your cloud storage credentials and data.

12.13.1. What Data is Collected

When you connect a cloud storage provider to the Software, the following information is collected and stored locally on your device:

- OAuth2 Access Tokens: Temporary tokens granting access to your cloud storage account
- OAuth2 Refresh Tokens: Long-lived tokens used to obtain new access tokens when they expire
- Account Email Address: The email associated with your cloud storage account
- Provider Type: The cloud service you selected (e.g., Dropbox, OneDrive)
- Last Accessed Path: The most recent folder location you browsed in the cloud storage

IMPORTANT: The Software does NOT store your cloud storage username or password. Authentication is performed directly with the cloud provider using OAuth2, and only authorization tokens are retained locally.

12.13.2. How Data is Stored and Protected

Licenser implements industry-standard security measures to protect your cloud storage credentials:

- AES-256-CBC Encryption: All tokens and credentials are encrypted using Advanced Encryption Standard with 256-bit keys and Cipher Block Chaining mode before storage
- Hardware-Specific Keys: Encryption keys are derived from your machine's unique hardware identifiers, ensuring credentials cannot be copied or used on other devices
- Local Storage Only: Encrypted credentials are stored exclusively on your local device in platform-specific secure locations (Windows Registry, macOS Keychain, Linux config files)

- No Server Transmission: Licensor does NOT transmit, store, or have access to your cloud storage credentials on any VOLVICON servers or backend systems
- SSL Certificate Pinning: Connections to cloud providers validate SSL certificates against trusted fingerprints to prevent man-in-the-middle attacks
- PKCE Security: OAuth2 authentication uses Proof Key for Code Exchange (RFC 7636) to protect against authorization code interception

12.13.3. How Data is Used

Cloud storage credentials are used solely for the following purposes:

- Authenticating your identity with the cloud storage provider
- Browsing and navigating folders in your cloud storage
- Uploading project files from the Software to your cloud storage
- Downloading project files from your cloud storage to the Software
- Creating folders and organizing files within your cloud storage
- Maintaining session continuity by automatically refreshing expired access tokens

Credentials are NOT used for any other purposes, including analytics, marketing, or user profiling.

12.13.4. Third-Party Data Sharing

When you use cloud storage integration features:

- Your credentials are shared ONLY with the specific cloud storage provider you selected (e.g., Dropbox, OneDrive, Google Drive, Box)
- All file uploads and downloads communicate directly between the Software and the cloud provider's API servers
- Your project files and data are NOT transmitted through or stored on VOLVICON servers during cloud operations
- The cloud provider's own privacy policy and terms of service govern how they handle your data
- Licensor is NOT responsible for the cloud provider's data handling practices, security breaches, or service availability

You should review the privacy policies of cloud storage providers you choose to connect:

- Dropbox: <https://www.dropbox.com/privacy>
- Microsoft OneDrive: <https://privacy.microsoft.com/privacystatement>
- Google Drive: <https://policies.google.com/privacy>
- Box: <https://www.box.com/legal/privacypolicy>

12.13.5. Your Rights and Control

You maintain complete control over cloud storage integration:

- Optional Use: Cloud storage features are entirely optional; you can use the Software without connecting any cloud providers
- Revocation: You may disconnect any cloud provider at any time through the Software's settings, which immediately deletes all locally stored credentials
- Provider Revocation: You may also revoke the Software's access through the cloud provider's own account management interface, which invalidates all existing tokens
- No Persistent Access: If you disconnect a provider, the Software cannot access your cloud storage until you authenticate again
- Deletion Rights: You have the right to request confirmation that all cloud credentials have been removed from your local device (contact support@volvicon.com)

12.13.6. Data Retention

Cloud storage credentials are retained as follows:

- Active Storage: Credentials remain stored locally on your device for as long as the provider connection is active
- Immediate Deletion: Credentials are immediately deleted when you remove the cloud provider connection from the Software
- Uninstallation: All cloud credentials are deleted when the Software is uninstalled from your device
- No Remote Backups: Licensor does NOT maintain backups or copies of your cloud credentials on any servers

12.13.7. Compliance and Legal Basis

The processing of cloud storage credentials is necessary for the performance of this Agreement under GDPR Article 6(1)(b). By connecting a cloud storage provider, you explicitly consent to the collection and use of credentials as described in this section. The encryption and storage practices described comply with:

- GDPR Article 32: Technical and organizational measures ensuring appropriate security of personal data
- CCPA Requirements: Reasonable security procedures and practices appropriate to the nature of the information
- SOC 2 Control CC6.6: Encryption of data at rest and in transit
- ISO/IEC 27001: Information security management standards for credential protection

12.13.8. Security Incident Response

In the unlikely event of a security breach affecting cloud storage credential storage, Licensor will notify affected users within 72 hours as required by applicable data protection regulations. Since credentials are stored locally and encrypted with hardware-specific keys, unauthorized access would require physical access to your device.

For security concerns or to report potential vulnerabilities, contact: security@volvicon.com

13. EXPORT CONTROLS

The Software may be subject to export control laws and regulations. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any country subject to applicable export restrictions.

14. ASSIGNMENT

Licensor may assign this Agreement to a successor in interest in connection with a merger, acquisition, or sale of assets.

15. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

16. SURVIVAL

Sections relating to intellectual property, confidentiality, limitation of liability, governing law, and data protection shall survive termination of this Agreement.

17. TRADEMARKS

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19. VERSIONING & ACCEPTANCE

By clicking "I Agree", installing, or using the Software, Licensee acknowledges that it has read, understood, and agrees to be bound by this Agreement.

20. AI ASSISTANT

- (a) The Software includes an optional AI Assistant feature that responds to user prompts and can generate text and Python scripts that automate the Software through its scripting interface. The AI Assistant may operate using artificial intelligence and machine-learning models that run locally on the Licensee's computer or, at the Licensee's election, through third-party cloud-based AI service providers.
- (b) Output produced by the AI Assistant, including generated scripts, code, explanations, and answers, is generated automatically and may be inaccurate, incomplete, outdated, or unsuitable for a particular purpose. The AI Assistant does not provide professional, medical, engineering, legal, or other expert advice. Licensee is solely responsible for reviewing, testing, and validating all AI-generated content before relying on or executing it, and must not treat such content as a substitute for independent professional judgment.
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