

END-USER SOFTWARE LICENSE AGREEMENT

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

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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.

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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).

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"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.

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

"Licensor" shall mean VOLVICON Ltd

"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 password or license key 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 (Demo, Trial, Standard, Professional, Studio, 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

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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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The following types of licenses are available:

Demo License

- Duration: Limited time evaluation (30 days)
- Features: Limited functionality
- Usage: Evaluation purposes only
- Commercial Use: Prohibited
- Clinical Use: Prohibited

Trial License

- Duration: 30 days
- Features: Evaluation functionality
- Usage: Evaluation purposes only
- Commercial Use: Prohibited

- Clinical Use: Prohibited

Standard License

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

Professional License

- Duration: Annual or Perpetual
- Features: Standard + Advanced functionality
- Usage: Industrial, Research, Clinical (Medical Edition only)
- Commercial Use: Permitted

Studio License

- Duration: Annual or Perpetual
- Features: Professional + Advanced functionality
- Usage: Industrial, Research, Clinical (Medical Edition only)
- Commercial Use: Permitted
- Multi-user capabilities included

Ultimate License

- Duration: Annual or Perpetual
- Features: Full functionality with enterprise features
- Usage: All permitted uses
- Clinical Use: Medical Edition only
- Site License options available

Research License

- Duration: Annual or Perpetual
- Features: Full research functionality
- Usage: Academic and non-commercial research only
- Commercial Use: Prohibited
- Clinical Use: Prohibited

Student License

- Duration: Annual
- Features: Educational version
- Usage: Educational purposes only
- Commercial Use: Prohibited
- Clinical Use: Prohibited

1.a. Demo License

Under a Demo 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 limited functionality.

Any other use of the Software, even occasional, is absolutely prohibited. For the sake of clarity, Clinical Use, Commercial Use, Research Use (other than evaluation), and Educational Use are absolutely prohibited.

A Demo 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. 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 with evaluation functionality on a single machine in single-user mode exclusively for evaluation purposes.

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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.

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- The Licensee must be currently enrolled as a student in an accredited educational institution.
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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).

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Studio License: Advanced functionality with additional capabilities for professional environments.

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2.a. Single computer

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2.b. Floating license

A Floating license authorises use of the Software by an agreed upon number of concurrent end-users on one or several computers under following conditions:

- All computer equipment (including server) is owned, leased or otherwise controlled by Licensee.
- The floating license is installed on a server.
- Computer equipment (incl. server) is connected by a Local Area Network (LAN) and is located in one physical location and in one legal entity.

Any modification to the number of concurrent users must be applied for and will necessitate an agreement between the Parties under which such additional seats can be granted.

2.c. Password/License Key

Access to the Software is granted by the use of a license key (also referred to as "Password") associated with the computer on which the Software is used. In case of Floating license, the password is associated with a server. Each password has a specified validity period. On his request and provided the Licensee is in full compliance with the license terms set out herein, Licensee will be given a new password at the expiration the specified period. Licensee can then install the Software for a new period, for use on the same or on another single computer or server. Should the computer or server on which the Software is used be out of order or replaced during the password's validity period, Licensee can obtain a new password for use of the Software on another single computer or server, after having certified in writing to Licensor that the previous computer or server is no longer in use and after having paid an administrative fee.

3. LICENSER'S RIGHTS

Licensor or its representative will have the right to audit the computer(s) or server(s) on which the Software has been installed, in order to verify the compliance with the above obligations. Licensor shall provide reasonable prior notice before conducting any audit and shall conduct such audit during normal business hours.

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4. LICENSE FEES

The license fees paid by Licensee are paid in consideration of the licenses granted under this Agreement. A valid password 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.

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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, Studio, 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.

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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, license key, license type, expiration date
- 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

Licenser 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
- Legitimate Interests (Article 6(1)(f)): Product improvement, fraud prevention, security, and usage analytics
- Legal Compliance (Article 6(1)(c)): Compliance with legal obligations including tax and audit requirements

12.3. Data Retention Periods

Licenser 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: Licenser 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
- Licenser 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: Licenser 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, Licenser 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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