

End User Licence Agreement

Version date: 23 jul 2025

1. Object of the Agreement

- 1.1 The terms and conditions of this VR Lab B.V. (VR Lab) End User Licence Agreement (EULA), together with the signed quotation or agreement to which this EULA is appended and any possible subsequent signed quotation or agreement, constitute the agreement ("Agreement") between VR Lab B.V. and Licensee.
- 1.2 VR Lab provides the interactive virtual reality resuscitation training application known as Virtual Life Support (Software).
- 1.3 The provisions of this EULA apply to any licences and maintenance set out in the signed quotation or agreement.
- 1.4 The Agreement may be amended by mutual agreement of VR Lab and Licensee from time to time, provided that any such amendment is in writing.
- 1.5 VR Lab has agreed to grant the Licensee a licence to allow Use of the Software by End Users, in accordance with the terms of this EULA.
- 1.6 Licensee accepts this Agreement if and when Licensee has signed a quotation or other agreement for one or more licences for the Software either with VR Lab or an Authorised Reseller.

2. Licence, access and use

- 2.1 Subject to this Agreement, on and from the date of acceptance VR Lab grants Licensee a non-exclusive, non-transferrable, revocable licence to Use, and to allow End Users to Use the Software in accordance with this Agreement (Licence).
- 2.2 VR Lab and/or its Authorised Reseller will provide Access to the Software via an appropriate distribution or deployment method which may change from time to time.
- 2.3 This licence is tied to the VR Device (or the authorised number of VR Devices) onto which the Software is installed. The licence may be transferred to another VR Device; however the Software must then be uninstalled (removed) from the previous VR Device.
- 2.4 It is expressly forbidden to:
 - 2.4.1 reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law;
 - 2.4.2 provide copies of the Software to third parties;

- 2.4.3 sublicense the software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
- 2.4.4 modify the Software, except to the extent permitted by mandatory law;
- 2.4.5 remove indications of VR Lab as copyright holder of the Software or to remove or render illegible any part thereof.
- 2.5 Licensee may make a backup copy of the Software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.
- 2.6 In Accessing and allowing End Users to Use the Software, Licensee must:
 - 2.6.1 procure that all End Users comply with the terms of this Agreement;
 - 2.6.2 only allow the Software to be Used in the manner and for the purposes it was expressly intended, as set out in this Agreement and the Documentation;
 - 2.6.3 make payment of all Fees and other amounts rightfully due and owing to VR Lab and/or its Authorised Reseller under this Agreement.
- 2.7 Licensee acknowledges and agrees that it is responsible for any breach of this Agreement by the End Users.
- 2.8 VR Lab and its Authorised Reseller, in case the licence is acquired through an Authorised Reseller, is not liable for any injury or damage incurred whilst using the Software. Under any circumstance.
- 2.9 Licensee agrees not to allow any End User who has an injury or heart condition to Use the Software.
- 2.10 Licensee agrees to follow all relevant instructions and safety guidelines provided by the manufacturer of the VR Device on which the Software is Used.
- 2.11 The Software may require an active internet connection to perform licence validation or refresh licensing information periodically. In the absence of such a connection, the Software may enter a restricted mode or display a warning. These checks may involve the transmission of a Unique Device Identifier to VR Lab. No Personally Identifiable Information will be collected or stored during these operations.
- 2.12 VR Lab may store and process technical usage data to improve the Software and support its development. This includes, but is not limited to, anonymized usage statistics, performance metrics, and device-specific information linked to a Unique Device Identifier. No Personally Identifiable Information, including IP addresses, is collected or stored during this process.

3. Intellectual property

- 3.1 All intellectual and industrial property rights in and to Software (including any modifications to Software referred to in article 5) and other materials, such as analyses, designs, documentation, reports, quotations, along with the relevant preparatory materials relating to Software or otherwise made available by or on behalf of VR Lab to the Licensee, are vested solely in VR Lab. The Licensee only acquires the rights of Use that are expressly granted in this Agreement and under applicable law. Any other or more far-reaching right of the Licensee to reproduce the Software or any related materials is excluded.
- 3.2 Data processed by the Software in relation to the Licensee's activities shall remain under the control of the Licensee and shall not be claimed or used by VR Lab, except as described in this Agreement.
- 3.3 VR Lab indemnifies Licensee for any damages that occur as a result of an alleged infringement of the rights as described in article 3.2, providing that a) it and to the extent the allegation is based in the software as delivered by VR Lab, and b) Licensee reports an alleged infringement directly, but maximally within one month after becoming aware of the infringement, to VR Lab and, if and insofar VR Lab wishes, allows VR Lab to conduct the (entire) defence of such a claim, providing all information and cooperation reasonably required.
- 3.4 If VR Lab is obliged to discontinue the Use of the supplied goods or any part thereof as a result of a claim by a third party, as described in article 3.2, then VR Lab will at its own expense and discretion either:
- 3.4.1 Acquire the rights from the third party thereby allowing the Licensee to continue using the Software;
 - 3.4.2 Adjust or replace the infringing aspects of the Software thereby allowing the Licensee to continue using the Software;
 - 3.4.3 Refund the licence fee paid by Licensee for the remaining term after the infringement occurred and terminate the Agreement with immediate effect.
- In this case, the Licensee shall not be entitled to make further claims for other types of compensation in relation to the discontinued Use of the Software and/or other damages suffered.
- 3.5 The parties agree that data processed by the Software in relation to the specific activities of the Licensee remains the intellectual property of the Licensee.
- 3.6 Except as required by law, either party agrees that it will not issue or release for publication any press release, article, advertising or other publication or publicity matter in any form (including print, electronic, or interview) relating to this Agreement or the other party without first obtaining the written consent of the other party.
- 3.7 The Licensee shall not modify the Software without the explicit authorization by VR

Lab.

- 3.8 Modifications or deletions of any reference to the ownership or confidential nature of the Software or to any other reference to VR Lab within the Software on the part of Licensee are strictly prohibited.

4. Fees and payment

- 4.1 The usage right granted under this Agreement is subject to payment of the applicable fees, as specified in the relevant quotation or agreement between Licensee and VR Lab or its Authorised Reseller. Such fees may take various forms, including but not limited to a recurring licence fee, usage-based pricing, or a one-time fee for a perpetual licence, possibly combined with recurring fees for maintenance, updates, or additional services. The applicable licence model and payment terms shall be as agreed between the parties in writing.
- 4.2 VR Lab and/or its Authorised Reseller may revise the applicable pricing or fee structures from time to time. For any recurring or renewable charges, Licensee will be notified of such changes at least 30 days before the start of the next applicable term, unless otherwise agreed.

5. Updates

- 5.1 VR Lab reserves the right to determine whether and how improvements and/or modifications to the Software are supplied. Such improvements or modifications may be included as part of the existing licence or offered separately, depending on the applicable licence model and the commercial terms agreed between the parties.
- 5.2 VR Lab may also offer optional additional features or modules (including additional training scenarios) subject to a separate fee. The rights and obligations under this EULA apply equally to any such optional additions. These features may be made available to Licensee upon acceptance of an updated quotation or agreement describing the applicable configuration, costs, and payment terms, which shall then form part of the Agreement.

6. Support

- 6.1 Licensee is solely responsible for installation and Use of the Software. The Documentation will provide recommended requirements for the hardware and software environment.
- 6.2 VR Lab or its Authorised Reseller shall provide Licensee with a reasonable level of support through communication channels announced to Licensee. VR Lab and/or its Authorised Reseller however do not guarantee that all requests for support or bug reports are taken into consideration.

- 6.3 In case of software error, the Software may send an automatically generated report to VR Lab and/or its error reporting solution provider containing technical data relevant to the error. This may include a Unique Device Identifier, session context, and other diagnostic information. No Personally Identifiable Information will be collected or stored. Reports are used solely to improve Software quality and stability.

7. Guarantees and limitations of liability

- 7.1 The Software is provided “as is” and “as available”, without any warranties of any kind, whether express, implied or statutory.
- 7.2 VR Lab does not warrant that the Software will be error-free, uninterrupted, or that it will meet the specific expectations or requirements of the Licensee or its End Users.
- 7.3 All implied warranties, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, are expressly excluded to the fullest extent permitted by applicable law.
- 7.4 No oral or written information or advice provided by VR Lab or its representatives shall create any warranty or obligation not expressly stated in this Agreement. However, VR Lab may, at its sole discretion, offer updates or workarounds for reported issues as part of its support services, without this constituting a warranty obligation.
- 7.5 To the extent liability cannot be excluded, VR Lab’s total aggregate liability arising out of or in connection with this Agreement shall in no event exceed the licence fees paid by Licensee for the Software in the twelve (12) months preceding the event giving rise to the claim.
- 7.6 VR Lab shall not be liable for any indirect, consequential, special, or incidental damages, including but not limited to loss of profits, loss of data, or business interruption.
- 7.7 Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is not permitted by applicable law.
- 7.8 The AED that is featured in the Software is the ZOLL AED 3®. The use of the ZOLL AED 3 in the Software does not imply any guarantee or responsibility by ZOLL Medical Corporation whatsoever regarding the Software. This includes, but is not limited to, the correct representation of the virtual AED, the validity and quality of the training and/or medical guidance in the Software and the overall quality of the Software.

8. Term of the agreement

- 8.1 This Agreement enters into force on the earlier of the date when Licensee starts Use of the Software or the acceptance date. It remains in effect for the term specified in the relevant quotation or agreement between Licensee and VR Lab or its Authorised Reseller.

- 8.2 Unless otherwise agreed in writing, the Agreement shall automatically renew for successive terms equivalent to the initial term, unless terminated by either party with at least 30 days' written notice before the end of the current term. The applicable fees for any renewal period will be communicated in advance, in accordance with article 4.2.
- 8.3 This Agreement terminates automatically and with immediate effect in case Licensee enters into bankruptcy, applies for suspension of payments, Licensee's assets are seized, or in case Licensee is liquidated, dissolved or otherwise ceases to exist as a legal entity.
- 8.4 Upon termination of the Agreement, regardless of the reason, Licensee must cease all Use of the Software and remove all copies, including backup copies, from all VR Devices under its control.

9. Miscellaneous terms

- 9.1 Dutch law applies to this EULA.
- 9.2 Unless directed otherwise by mandatory law, all disputes arising in connection with this EULA shall be brought before the competent Dutch court for the principal place of business of VR Lab.
- 9.3 A finding that any particular provision of this Agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.
- 9.4 VR Lab may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to the Software from her.

10. Definitions used in this agreement

The words and phrases in bold used in this Agreement have the following meanings:

VR Lab, VR Lab B.V.	VR Lab B.V., a company registered in the Netherlands with company registration number 67865674.
Access	Means to provide Licensee with a fully functioning version of the Software available to Use on Licensee's VR Device(s).
Agreement	Has the meaning given in clause 1.
Authorised Reseller	A company authorised by VR Lab to sell Licences for the Software to their clients and to provide first-line support to those clients for the Software.



Documentation	Means any documentation or material provided or made available to Licensee by VR Lab and/or Authorised Reseller containing technical and/or practical information regarding the End User's Use of the Software. This includes documentation that is made available via electronic means, such as publication on VR Lab's website.
End User	Means a person that Licensee has authorised to Use the Software on Licensee's VR Devices or a person that supervises other users that Use the Software on Licensee's VR Devices.
Licence	Has the meaning given in sub clause 2.1.
Licensee	Company, organisation, individual or other entity that acquires the right to Use a Licence.
Personally Identifiable Information, PII	Means any information that can be used to identify an individual, either directly or indirectly. This includes, but is not limited to, names, email addresses, phone numbers, identification numbers, location data, online identifiers (such as IP addresses), or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that individual.
Software	VR Lab's Virtual Life Support, a virtual reality resuscitation training application consisting of the application and the Documentation, as updated by any Updates from time to time.
Unique Device Identifier	Means a unique identifier provided by the Android operating system, based on a combination of the app-signing key, user profile, and device. This identifier is unique to the specific installation of the Software and is used solely by VR Lab to distinguish that installation. It cannot be used to identify the physical device, the user, or any activity outside the context of the Software.
Use, the Use	Means to load, execute, display and use the Software.
VR Device	Any virtual reality hardware (and its associated software) used in conjunction with the Software.