

ORBITVU STATION SOFTWARE LICENSE AGREEMENT

Last updated: 28 February 2026

Please read this Agreement carefully.

THIS IS A LEGAL AGREEMENT BETWEEN THE PRODUCER AND THE CUSTOMER ("CUSTOMER" AS DEFINED BELOW). BY CLICKING THE "I AGREE" (OR SIMILAR) BUTTON PRESENTED AT THE TIME OF INSTALLING THE SOFTWARE, OR BY DOWNLOADING, COPYING, SAVING TO THE CUSTOMER'S COMPUTER, OR OTHERWISE USING THE SOFTWARE, THE CUSTOMER BECOMES A PARTY TO THIS AGREEMENT AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH BELOW. IF THE CUSTOMER DOES NOT WISH TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE CUSTOMER MUST NOT INSTALL, DOWNLOAD, OR USE THE SOFTWARE.

YOU, AS A PERSON ACCEPTING THIS AGREEMENT, REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT.

THE SOFTWARE IS PROVIDED EXCLUSIVELY FOR BUSINESS AND PROFESSIONAL USE (B2B) AND IS NOT INTENDED FOR CONSUMER USE (B2C). CONSUMER PROTECTION PROVISIONS DO NOT APPLY TO THE USE OF THE SOFTWARE.

In the event that the terms of this Agreement conflict with the terms of any agreement individually negotiated and agreed between the Producer and the Customer, the terms of the latter shall prevail. This Agreement does not cover software specifically developed or modified to meet the Customer's individual requirements, which is subject to a separate license.

The Producer and the Customer may each be referred to individually as a "Party" or jointly as the "Parties".

1. Definitions

- 1.1. "Agreement" means this Orbitvu Station Software License Agreement
- 1.2. "AI Features" means any Software features and functionalities that use artificial intelligence services provided by third-party (AI service provider).
- 1.3. "Authorized User" or "User" means any individual permitted by the Customer to access and use the Software under the Customer's Company Account, including the Customer's employees, officers, directors, representatives, agents, or contractors. Any individual who accesses or uses the Software through the Customer's Company Account (including by using the Customer's login credentials or any other access method made available under the Company Account) shall be deemed an Authorized User unless the Producer has actual knowledge to the contrary.
- 1.4. "Company Account" means an account created for the Customer on the Orbitvu Cloud Platform, to which Orbitvu Devices, Fallback and/or Time-Limited Licenses, and services available under the applicable Subscription Plan are assigned.

- 1.5. "Competitor" means any company, other legal entity, or natural person conducting business or professional activity that offers solutions for automatic product imaging (still photography, 360° photography, 3D imaging).
- 1.6. "Customer" means a company or other legal entity (or an individual conducting business or professional activity) for whom a Company Account has been registered and who, by accepting this Agreement, becomes the licensee under its terms.
- 1.7. "Device" or "Orbitvu Device" means any Orbitvu-branded hardware device (e.g. Alphashot Micro, Alphashot PRO G2, or flash-lit turntables) controllable by the Software and used for automated product imaging (e.g., still photography, 360° photography, 3D imaging, and video). Each Device has a unique hardware identifier ("HW ID") under which it is assigned to and recognized by the Software.
- 1.8. "Documentation" means online or offline documentation regarding the Software and its use, including PDF documents, video tutorials, HTML documents, and web pages, developed by the Producer and made available to the Customer.
- 1.9. "Fallback Date" means the date determining the Software Fallback Version that the Customer is entitled to use in perpetuity (i.e. for an indefinite period of time). By default, it is the purchase date of the Device to which the Fallback License is assigned. If the Customer continuously maintains a BUSINESS or ENTERPRISE Subscription Plan from the Device purchase date, the Fallback Date updates to the last day of the most recently paid period of that Plan.
- 1.10 "Fallback Version" or "Software Fallback Version" means the Software Version that the Customer is entitled to use perpetually (i.e., for an indefinite period) under the Perpetual Fallback License, as described in Section 4.
- 1.11 "Fallback License" or "Perpetual Fallback License" means a perpetual (i.e., granted for an indefinite period) right to use a Software Fallback Version obtained with the purchase of a Device from the Producer or an Orbitvu authorized reseller/distributor. If the Customer continuously maintains a BUSINESS Subscription Plan, the Fallback License can be extended to cover Software Versions made available to the Customer during that uninterrupted subscription period (Fallback License Upgrade), as described in Section 4.
- 1.12 "Orbitvu Cloud" or "Orbitvu Cloud Platform" means a cloud-based web service offered by the Producer and made available to the Customer through the Company Account, enabling the Customer to manage digital multimedia content (360° presentations, videos, and images) and to download, install, and manage available Software Versions under the applicable Subscription Plan. Use of the Platform, including Subscription Plans available on the Platform, is governed by the Terms and Conditions of Orbitvu Cloud Services accessible on the Platform's website.
- 1.13 "Producer" or "OVTECH" means OVTECH sp. z o.o. (a limited liability company incorporated under the laws of Poland), with its registered office at ul. Elzab 1, 41-813 Zabrze, Poland; registered in the National Court Register (KRS) kept by the District Court in Gliwice (Poland) under entry number KRS: 0001128324.
- 1.14 "Software" or "Orbitvu Station" means the desktop application produced and developed by the Producer that operates Orbitvu Devices with accompanying cameras and third party lighting and enables automated image processing. The Software integrates with the Orbitvu Cloud Platform, allowing the Customer, through its Company Account, to download, install, manage available

Software Versions, and access the Software's features and parameters in accordance with the applicable Subscription Plan. When used on its own in this Agreement, "Software" refers to Orbitvu Station regardless of version.

- 1.15 "Software Version" means a version of Orbitvu Station (including any update or upgrade) released by the Producer on a specific date and identified by a unique sequential build number.
- 1.16 "Subscription Plan(s)" or "Plan(s)" means a time-based access and billing model for services provided by the Producer through Orbitvu Cloud Platform, including access to and use of the Software, the scope, features and parameters of which depend on the applicable Plan, as described in Section 3. When used in connection with a specific plan name, "Plan" means that specific subscription plan: FREE, PRO, BUSINESS or ENTERPRISE.
- 1.17 "Time-Limited License" means the time-limited right to use a Software Version as described in Section 5.
- 1.18 "Time-Limited Version" means a Software Version that the Customer is entitled to use only for a limited period under a Time-Limited License.
- 1.19 "TRIAL" means a free of charge, available at the Producer's discretion once every 365 days, a short-term right to use PRO or BUSINESS Plan for evaluation purposes only.
- 1.20 "You" means the Customer or an Authorized User, depending on the context.

2. Intellectual Property, Trademarks, and Competition

- 2.1. The Software and the Documentation are the exclusive intellectual property of the Producer and/or its licensors. No ownership rights are conveyed to the Customer under this Agreement, regardless of the use of terms such as "purchase" or "sale". The Customer's rights in the Software and the Documentation are limited to those expressly granted in this Agreement.
- 2.2. ORBITVU, ALPHASHOT, ALPHASTUDIO and related are registered trademarks owned by the Producer. The Customer does not acquire any rights to those trademarks under this Agreement.
- 2.3. If You are, or can reasonably be considered to be, a Competitor or a subcontractor of a Competitor, or You are otherwise involved in a Competitor's business or controlled by a Competitor, then You may not use the Software unless You have received the Producer's prior written permission. If in doubt, You must contact the Producer directly.

3. Subscription Plans

- 3.1. The Producer offers the following Subscription Plans on the Orbitvu Cloud Platform:
 - 3.1.1. FREE: a free Plan that allows the Customer to use the Software Fallback Version without the right to update or upgrade it and without the services, functionalities and features available only under paid Plans (e.g. AI Features);
 - 3.1.2. PRO: a paid annual Plan that, during the subscription period, provides access to and use of the latest Software Versions and the services, functionalities and features available under the Plan, including AI features, Device and Software support and plugins;
 - 3.1.3. BUSINESS: a paid annual Plan that, during the subscription period, provides the Customer with access to a broader set of services, functionalities, and features than the PRO Plan, and grants

the Customer a Perpetual Fallback License upgrade to the Software Versions made available during the Customer's uninterrupted subscription to the Plan (Fallback License Upgrade) from the date of purchase of the Device. If the Customer's subscription to the Plan is interrupted, the Customer's Perpetual Fallback License will not cover any Software Versions made available after such interruption, even if the Customer later re-subscribes to the Plan;

3.1.4. ENTERPRISE: an annual paid Plan providing customised set of services, functionalities and features;

3.1.5. TRIAL: free of charge, available at the Producer's discretion once every 365 days, a short-term right to use PRO or BUSINESS Plan, allowing installation and use of the Software and access to services, functionalities, and features for evaluation purposes only.

3.2. A detailed description of the services, features, and parameters available under each Plan, together with pricing, is available in the Customer's Company Account and/or upon request from the Producer or its authorized reseller or distributor

3.3. A more detailed description of the Subscription Plans is set out in the Orbitvu Cloud Services Terms and Conditions, accessible on the Platform's website.

4. Grant of Perpetual Fallback License

4.1. Subject to the Customer's compliance with this Agreement, the Producer grants the Customer a perpetual (i.e., for an indefinite period), worldwide, non-exclusive, and non-transferable (except as set out in Sections 4.6, 4.7. and 4.8) license to download, install, and use the Software Fallback Version exclusively for the Customer's internal business purposes and in a manner consistent with the Software's design, purpose, and Documentation ("Perpetual Fallback License").

4.2. The Perpetual Fallback License covers the Software Version obtained with the purchase of the Device from the Producer or its authorized reseller/distributor and further extended by the Producer under terms of "Orbitvu Cloud Subscription Terms and Conditions".

4.3. The Perpetual Fallback License does not include functionalities and features that operate only within paid Plans (e.g., AI features). To use such features or functionalities, the Customer must maintain an active paid Subscription Plan that includes them. The Customer may use the Perpetual Fallback License without charge under the FREE Plan.

4.4. The Perpetual Fallback License is granted for one specific Device owned by the Customer and assigned to the Fallback License via the Device's HW ID. Each additional Device requires a separate Perpetual Fallback License.

4.5. The Customer may use the Fallback Version on only one computer at a time per each device registered on Customer's account. That computer must be logged into the Device assigned to the Fallback Version and the Device must be registered to the Company Account. The Customer may install the Fallback Version on more than one computer and may make a backup copy for future use. During the Software activation process internet connection may be required.

4.6. Customers located in the European Economic Area may sell or permanently transfer to a third party the Fallback Version together with the Device to which that Fallback Version is assigned, provided that (i) the third party agrees to be bound by this Agreement, and (ii) the Customer completely ceases to use the Fallback Version and removes all copies from its computers and data storage.

- 4.7. In the cases described in Section 4.6 the Customer and the third party must, with the Producer's assistance, re-register the Fallback Version from the Customer to the third party. The re-registration is subject to a one-time processing fee that is payable by the third party in an amount according to a current Producer's price list.
- 4.8. Sections 4.6 and 4.7 apply accordingly to any further resale or transfer of the same Fallback Version and any re-registration thereof.

5. Grant of Time-Limited License

- 5.1. Subject to the Customer's compliance with this Agreement, the Producer grants the Customer a time-limited, worldwide, non-exclusive, and non-transferable license to download, install, and use Time-Limited Versions ("Time-Limited License") exclusively for the Customer's internal business purposes and in a manner consistent with the Software's design, purpose, and Documentation.
- 5.2. Time-Limited License applies to Software Versions that the Customer obtains:
 - 5.2.1. When on active PRO Subscription Plan with one or more Orbitvu Station User Seats;
 - 5.2.2. during an active BUSINESS or ENTERPRISE Subscription Plan with one or more Orbitvu Station User seats
 - 5.2.3. during an active TRIAL for one User only;
- 5.3. The Time-Limited License is granted only for the duration of the relevant Subscription Plan (or the rental period for RENTAL) and includes only the features/parameters available under that Plan.
- 5.4. The Customer is not authorized to sell, distribute, or otherwise permanently transfer the Time-Limited Version along with the License granted for it to any third party, irrespective of any sale or transfer of the Device used with that Time-Limited Version.
- 5.5. Upon expiration or termination of the applicable Subscription Plan, the Customer must cease using the Time-Limited Version. If entitled to a Perpetual Fallback License for the Device, the Customer may continue using the applicable Fallback Version as described in Section 4. This may require uninstalling and/or deactivating the Time-Limited Version and installing and/or activating the Fallback Version.
- 5.6. TRIAL. The Producer grants, without charge, available at the Producer's discretion once every 365 days, a short-term right to install and use the latest Software Version with features/parameters available under PRO or BUSINESS Plan. The TRIAL may be used only for internal evaluation and testing to determine whether the Software meets the Customer's requirements. TRIAL is limited to one User per Customer. During the TRIAL, customer support and product support may be limited.

6. Common Terms for the Time-Limited License and the Fallback License

- 6.1. The Customer shall not (and shall not allow any third party to):
 - (a) rent, lease, provide Software-as-a-Service (SaaS) access to, or sublicense the Software;
 - (b) reproduce, modify, adapt, translate, or create derivative works of the Software;
 - (c) provide any person who is not an Authorized User with access to the Software or the Customer's Company Account;

- (d) remove, obscure, or alter any proprietary notices (including trademark, copyright, or other notices) contained in the Software or Documentation;
 - (e) interfere with the Software's source code, including by changing code, disassembling, decompiling, reverse engineering, bypassing security settings, emulating, or otherwise attempting to derive the source code, or adapting the Software for purposes other than its intended purpose.
- 6.2. The Customer will allow Internet access during Software installation, activation and for License registration, re-registration and verification.
- 6.3. The terms and conditions of this Agreement apply whether the Customer purchases the Device and/or Subscription Plans directly from the Producer or through an authorized reseller/distributor. Resellers/distributors are not authorized to make promises or commitments on the Producer's behalf, and the Producer is not bound by any obligations other than those specified in this Agreement.
- 6.4. The Producer provides the Software and Documentation only in electronic form available for download from the Orbitvu Cloud Platform. No physical copy is provided.

7. Customers Transitioning from Legacy Support Plans

- 7.1. As the Producer discontinues the former paid product support plans (Legacy Support Plans) and replaces them with Subscription Plans, the following transition rules apply.
- 7.2. The Customer retains all rights to use any Software Versions that were granted to the Customer for perpetual use under the Legacy Support Plan.
- 7.3. If the Customer maintained a continuous paid Legacy Support Plan at the date of transition to the BUSINESS Plan, the Customer is granted a Perpetual Fallback License to Software Versions made available during the uninterrupted subscription period of the BUSINESS Plan, under the terms described in Section 4 applied accordingly.
- 7.4. Customers who did not maintain a paid Legacy Support Plan at the date of transition to Subscription Plans may use Software Versions obtained after the transition (under PRO, BUSINESS, or ENTERPRISE) only as Time-Limited Versions under Section 5 applied accordingly. Such Customers may also use the FREE Plan, subject to the terms and conditions applicable to that Plan.

8. AI Features

- 8.1. The Software may include AI Features provided by independent third-party AI service providers. Images captured by the Customer, may be transferred via the Orbitvu Cloud Platform, to a third-party AI service provider for processing.
- 8.2. The Producer strives to use commercial third-party AI services that generally offer enhanced data privacy protections (e.g., no use of Customer data for model training, optional local storage, and privacy through dedicated resources).
- 8.3. The Software uses AI services provided by the following third-party providers (the list may change from time to time):
- 8.3.1. OpenAI (under terms and conditions available at: <https://openai.com>);

8.3.2. Remove.bg (under terms and conditions available at: <https://remove.bg>)

- 8.4. By using AI Features, the Customer confirms that it: (i) has read and agrees to the terms and conditions of the third-party AI service providers; and (ii) accepts the legal and financial risks arising from potential copyright infringement, data protection issues, or other third-party claims related to the use of third-party AI services and the resulting AI outputs.
- 8.5. The Customer acknowledges and agrees that the Software must not be used for: (i) military use; (ii) pornography; (iii) gambling/betting; (iv) terrorism; (v) creation of “fake news”; or (vi) carrying out, encouraging, or requiring unlawful violence or physical injury to persons or property, or unlawful force against any group based on race, religion, disability, gender, sexual orientation, or national origin.
- 8.6. The Customer further acknowledges and agrees that the Producer does not control the training process, operating principles, or content generated by third-party AI service providers and therefore makes no representations or warranties (including as to accuracy, completeness, fitness for purpose, legality, or non-infringement of third-party rights) with respect to AI providers’ services and the resulting AI outputs. The Producer shall not be liable for such AI services or the resulting AI outputs. The Customer undertakes to independently verify the AI outputs and assess the suitability of the AI services before use, and to implement supervision and control mechanisms adequate to the risk (including testing, confidence thresholds, human-in-the-loop review, permission limits, and emergency procedures).
- 8.7. YouTube API Services. The Software also enables video uploads to YouTube via YouTube API Services. The Producer does not collect or use any data from the Customer’s YouTube account. The Producer does not allow third parties, including the provider of YouTube Services, to serve content like advertisements in the Software. By using those API Services the Customer agrees to be bound by the YouTube terms of service that are available at: <https://www.youtube.com/t/terms>.

9. Open Source Software

- 9.1. The Software may contain open source or similar software (“Open Source Software”) provided under separate license terms (“Open Source License Terms”). The applicable Open Source License Terms are identified in a directory named “Licenses” in the installation folder of the Software.
- 9.2. The Customer’s use of Open Source Software in conjunction with the Software in a manner consistent with this Agreement is permitted. The Customer may have broader rights under the applicable Open Source License Terms, and nothing in this Agreement is intended to impose further restrictions on the Customer’s use of Open Source Software.
- 9.3. Open Source Software is provided “AS IS”, without any warranty of any kind. To the maximum extent permitted by applicable law, the producers of Open Source Software and OVTECH disclaim all other warranties, express, implied, or statutory, including without limitation the implied warranties of non-infringement, merchantability, and fitness for a particular purpose.
- 9.4. To the maximum extent permitted by applicable law, neither the producers of Open Source Software nor OVTECH shall have any liability for any direct, indirect, incidental, special, exemplary, or consequential damages (including without limitation lost profits), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise), arising in

any way out of the use of or distribution of Open Source Software, even if advised of the possibility of such damages. Copyrights to Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

10.Limited Software Warranty, Software Maintenance and Support

- 10.1. The Producer strives to ensure that the Software substantially conforms to its functional specifications, provided that it is used in accordance with the Documentation and in the operating system environments specified by the Producer at the time the Software is made available to the Customer.
- 10.2. The Producer provides maintenance and support of the Software (Software Maintenance and Support) as part of the Subscription Plans. The scope depends on the selected plan (FREE providing the minimum and BUSINESS/ENTERPRISE providing the maximum maintenance and support level). Details are set out in the Subscription Plans available in the Customer's Company Account or upon request from the Producer or its authorized reseller/distributor.
- 10.3. Software issues may include (as identified by the Producer):
- 10.4. Critical bugs: issues that prevent use of the Device or Software. The Producer may, at its discretion, fix such issues by providing an update within ten (10) business days from the issue report or by providing configuration guidance that resolves the issue. Such fixes or guidance may be made available to Customers on paid Subscription Plans who are using the latest software version.
- 10.5. Non-critical bugs: issues that do not preclude use of the Device or Software. The Producer may fix such issues in the next major Software upgrade/update, which may be available only to Customers with an active paid Subscription Plan.
- 10.6. The Producer reserves the right to provide maintenance and support only for the latest Software Version and the immediately preceding major Software Version.
- 10.7. The Producer may be unable to provide maintenance and support for third-party software, including Open Source Software.
- 10.8. Resolving some issues may require the Customer to provide the Producer with remote access to a computer on which the Software is installed, for investigation purposes.
- 10.9. Software and product support does not cover Mode360 devices and software; it applies only to Orbitvu Devices and Software.
- 10.10. The customer is responsible for storing back-up of the software installation files.

11.Limitations of Liability

- 11.1. IN NO EVENT WILL OVTECH OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF OVTECH OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.2. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE, AND THAT THE SOFTWARE WILL BE COMPATIBLE WITH THIRD-PARTY SOFTWARE) OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- 11.3. IN NO EVENT WILL OVTECH'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY THE CUSTOMER TO OVTECH OR ITS AUTHORISED RESELLERS/DISTRIBUTORS FOR THE SOFTWARE AND ITS USE.
- 11.4. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE PRODUCER'S LIABILITY TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS PROHIBITED BY MANDATORY PROVISIONS OF LAW. IN PARTICULAR, LIABILITY FOR DAMAGE CAUSED INTENTIONALLY IS NOT EXCLUDED.

12. Confidentiality

- 12.1. Confidential Information. "Confidential Information" means: (i) the Software; (ii) any serial numbers, authorization keys, API keys, and passwords delivered in order to use the Software; (iii) the Documentation, product roadmaps, development plans, and Software pricing information; and (iv) any other business, technical, or training information related to the Producer's business that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 12.2. Exclusions. Confidential Information does not include information that:
 - 12.2.1. was in the public domain at the time it was communicated by the Producer, or subsequently came into the public domain, without the Customer breaching this Agreement;
 - 12.2.2. was already known to the Customer at the time of disclosure, provided that such knowledge was not fraudulently obtained and the Customer can prove it was already in possession of the information;
 - 12.2.3. was obtained from a third party with a legitimate right to disclose it and without a confidentiality obligation;
 - 12.2.4. was disclosed by the Customer to comply with a lawful order of an authority or applicable law/regulation, provided that the Customer (to the extent legally permitted) promptly informs the Producer in writing so it may seek protective measures, and the Customer discloses only what is strictly necessary and makes reasonable efforts to ensure confidential treatment;
 - 12.2.5. was disclosed with the prior written authorization of the Producer.
- 12.3. Restrictions. the Customer will not use the Confidential Information except as necessary to exercise the rights granted under this Agreement and will not disclose Confidential Information to any person or entity except its Authorized Users. Without limiting the foregoing, the Customer

agrees not to post the Software, the Documentation, or any screenshots of the Software on any network accessible by anyone other than Authorized Users.

- 12.4. Right to remedies. The Customer acknowledges that a breach of the Section 2 and Section 12 may cause irreparable harm to the Producer for which damages may be an inadequate remedy. The Producer may seek all remedies available in equity, including immediate injunctive relief, in addition to remedies available at law.

13. Customer Responsibility for Authorized Users

- 13.1. The Customer is responsible for:
 - 13.1.1. ensuring that any person who has access to the Company Account and uses the Software is duly authorized by the Customer to do so, including to accept this Agreement (and any amendments) on behalf of the Customer;
 - 13.1.2. ensuring that each Authorized User complies with this Agreement;
 - 13.1.3. promptly revoking access for any Authorized User who is no longer authorized to use the Software;
 - 13.1.4. all activities conducted through the Company Account, including any acts or omissions of Authorized Users.
- 13.2. Any person who accepts this Agreement (and any amendments) on behalf of the Customer through the Company Account shall be deemed authorized by the Customer to do so, unless the Producer has actual knowledge to the contrary.

14. Term and Termination for Breach

- 14.1. Except as otherwise required by applicable law, the Producer may, at its sole discretion, terminate this Agreement or suspend the rights granted under this Agreement to the Customer with immediate effect if the Customer materially breaches this Agreement.
- 14.2. Upon termination of this Agreement, the Customer must permanently remove all copies of the Software and the Documentation in its possession or control.
- 14.3. The Customer acknowledges that infringement of the copyrights and other intellectual property rights may result in civil and criminal liability under applicable law.
- 14.4. The Producer reserves the right to verify the Customer's compliance with this Agreement, including by requesting reasonable information necessary to confirm compliance.
- 14.5. Upon expiration, termination, or suspension of this Agreement, the Producer may disable or deactivate the Software covered by such expiration, termination, or suspension.

15. Personal Data Protection

- 15.1. For the purposes of the General Data Protection Regulation (GDPR) 2016/679, the Producer informs that it is the controller of personal data of Customers and/or Authorized Users of ORBITVU products or services, including the Software subject to this Agreement.
- 15.2. The legal bases for the Producer's processing of personal data are:

- 15.2.1. Article 6(1)(b) GDPR - when processing is necessary for the performance of this Agreement;
- 15.2.2. Article 6(1)(f) GDPR - when processing is necessary for the purposes of the legitimate interests pursued by the Producer;
- 15.2.3. Article 6(1)(a) GDPR - when processing is based on the Customer's consent.
- 15.3. The Customer and/or the Authorized Users have the right to access their personal data and the right to rectify, erase, and restrict processing, as well as the right to object to processing, in accordance with the GDPR. To exercise these rights, the data subject may contact the Producer using the contact details available on the Producer's websites.
- 15.4. Upon the Customer's consent (in accordance with Article 6(1)(a) GDPR), the Software automatically transmits system diagnostic data (logs) to the Orbitvu Cloud Platform. Such data is linked to the Customer's Company Account and includes detailed logs of interactions by the Customer and/or Authorized Users, feature usage metrics, and Device specifications, including, without limitation, camera models, serial numbers, and connected peripheral accessories (e.g., lenses). Such data also includes issue and crash reports, which are used to diagnose potential issues relating to the Device and the Software, improve the Software, and provide Device and Software support. Upon the Customer's consent, the Software may also collect information on the number of sessions, photos, and 360-degree presentations generated by the Customer and/or Authorized Users in order to generate reports for the Customer within the Company Account.
- 15.5. For complete information on personal data protection by the Producer, please refer to the Producer's Privacy Policy available on its websites.

16. Final Provisions

- 16.1. Amendments. Any amendments to this Agreement require a written form to be valid, unless applicable mandatory law provides otherwise.
- 16.2. Disputes. Any disputes arising out of or in connection with this Agreement shall first be resolved through negotiations. If the Parties fail to reach agreement, disputes shall be submitted to the common courts of Poland having jurisdiction over the Producer's registered office.
- 16.3. Governing law. This Agreement is governed by and construed in accordance with the laws of Poland, without regard to conflict of law principles.
- 16.4. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply to this Agreement.
- 16.5. Severability and entire agreement. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions remain in full force and effect. This Agreement constitutes the entire agreement between the Parties with respect to the Software License.