

End User License Agreement (EULA)

Version 1.0 — June 2026

Please read this End User License Agreement carefully before installing, copying, or using the *isolAlted* Software. Installing or using the Software constitutes full and binding acceptance of this EULA.

1. Definitions

- **Software:** the desktop application named *isolAlted*, including all files, components, updates, and associated documentation.
- **User:** any individual or legal entity that installs, runs, or uses the Software.
- **Developer:** the owner, developer, and distributor of the Software (Virtualway S.r.l. — info@isolaited.com).
- **LLM Models:** third-party AI models downloadable and integrable by the User into the Software.
- **Output:** any content generated by the Software through AI models.
- **Device:** any computer, server, or workstation on which the Software is installed and run.

2. License Grant

The Developer grants the User a **free, non-exclusive, non-transferable, revocable** license for personal and commercial use on an unlimited number of the User's Devices.

3. Acceptance

This EULA is accepted by installing the Software, launching it for the first time, or using it in any form.

4. Restrictions

- modify, decompile, disassemble, or reverse-engineer the Software except as permitted by law;
- remove or alter copyright notices, trademarks, or other proprietary markings;
- redistribute, sell, sub-license, rent, or transfer the Software to third parties without written authorization;
- present the Software as their own product or as part of an unauthorized derivative;
- use the Software for illegal, fraudulent, or rights-infringing activities;
- generate, spread, or amplify unlawful, defamatory, violent, or discriminatory content;
- circumvent, disable, or interfere with security or control mechanisms.

5. Backup Copy

The User may make one backup copy solely for personal preservation purposes.

6. Local Operation and Data

The Software operates **exclusively locally**. The Developer does not collect or transmit data processed by the User and has no access to created content. The User is the **sole responsible party** for all data processed through the Software, including GDPR compliance.

7. Third-Party AI Models

The Software enables integration of third-party LLM Models. Such models are not developed by the Developer, are subject to their own licenses, and the Developer is not responsible for their operation, content, or behavior.

8. AI Output

Outputs may be inaccurate, incomplete, or misleading. They do not constitute professional advice. The User is the **sole responsible party** for the use, verification, and consequences of Outputs.

9. High-Risk Uses

The Software is not designed, tested, or certified for use in high-risk AI systems as defined by **Annex III of Regulation (EU) 2024/1689 (AI Act)**. Such systems include, to the extent permitted by applicable law:

- **Biometrics:** remote biometric identification, biometric categorisation based on sensitive protected attributes, emotion recognition;
- **Critical infrastructure:** safety components in the management of critical digital infrastructure, road traffic, or supply of water, gas, heating, or electricity;
- **Education and vocational training:** determining access or admission to institutions, evaluating learning outcomes, monitoring prohibited student behaviour during assessments;
- **Employment and worker management:** recruitment and selection of individuals, decisions on working conditions, promotion, termination of employment, monitoring of performance;
- **Access to essential services:** assessing eligibility for public assistance or healthcare, creditworthiness and credit scoring, risk assessment for life and health insurance, evaluating and dispatching emergency calls;
- **Law enforcement:** assessing risk of victimisation, polygraphs, evaluating the reliability of evidence, profiling individuals to assess risk of reoffending or personality traits;
- **Migration, asylum and border control:** polygraphs, risk assessment of persons entering a member state, examining asylum or visa applications, identifying individuals in migration contexts;
- **Administration of justice and democratic processes:** assisting judicial authorities in researching and interpreting facts and law, systems intended to influence elections or referenda.

Use in such contexts occurs **solely at the User's risk**. The User is solely responsible for assessing compliance with the AI Act and any applicable obligations.

10. Automations, Agents, and Third-Party Data Transmission

Any data transmission to third-party services occurs solely at the User's initiative, under the User's full responsibility, without any control by the Developer.

11. Compliance with AI Regulations

Use of the Software may fall under different risk categories under Regulation (EU) 2024/1689 (AI Act). It is the User's responsibility to assess compliance and fulfill resulting obligations.

12. Indemnification

The User agrees to hold the Developer harmless from claims, damages, or expenses arising from: breach of this EULA; illegal use of the Software; content generated through the Software; infringement of third-party rights.

13. Limitation of Liability

The Software is provided "**as is**" without warranties. The Developer's total aggregate liability is limited to **EUR 0 (zero euros)**, as the Software is provided free of charge.

14. Updates and Software Changes

The Developer may release updates or modify features at any time without notice and does not guarantee continuity or future updates.

15. Term and Termination

This EULA is effective from installation or first use. The Developer may terminate it with immediate effect upon breach. The User may terminate it by permanently uninstalling the Software.

16. Modifications to this EULA

The Developer may modify this EULA. Continued use after modifications are published constitutes acceptance.

17. Feedback and Contributions

Suggestions and contributions provided to the Developer are not confidential and may be freely used without compensation.

18. Governing Law and Jurisdiction

This EULA is governed by Italian law. Competent court: the Developer's registered office, subject to mandatory consumer protection rights.

19. Severability

If any provision is found invalid or unenforceable, the remaining provisions shall remain fully valid.

20. Entire Agreement

This EULA, together with the Privacy Policy and Terms of Service, constitutes the entire agreement between the Developer and the User with respect to the Software.

21. Contact

info@isolaited.com