



TERMS AND CONDITIONS

Last Modified: September 22, 2026

These Terms and Conditions (this “**Agreement**”) are a binding contract between you or the entity you represent (“**Customer**,” “**you**,” or “**your**”) and Live Furnish, Inc., a Delaware corporation doing business as imagine.io (“**Provider**,” “**we**,” or “**us**”). This Agreement governs your access to and use of the Services. Services provided under this Agreement are for business or commercial use and not personal or consumer use.

THIS AGREEMENT TAKES EFFECT AT THE EARLIEST OF WHEN YOU CLICK THE “I ACCEPT” BUTTON OR EXECUTE AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE (the “**Effective Date**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (C) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. **Definitions.**

“**AI Feature**” means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology.

“**AI Technology**” means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

“**API Request**” means any request or call made to the Configurator Platform, whether through the SDK, an application programming interface, or otherwise, to fetch, retrieve, create, update, delete, Process, or otherwise perform any operation involving data or platform functionality. Provider may describe the manner in which API Requests are counted, metered, and attributed in the Documentation or on the applicable pricing page.

“Authorized User” means Customer and Customer’s employees and individual independent contractors (i) who are authorized by Customer to access and use the Services under the rights granted to Customer under this Agreement, (ii) for whom access to the Services has been purchased hereunder, and (iii) in the case of an independent contractor, who performs services for Customer under Customer’s direction and control, uses the Services solely for Customer’s internal business operations and not for the benefit of any other person, and is bound by written obligations no less protective of Provider than this Agreement. No consultant, agent, reseller, service provider, or other third party is an Authorized User except to the extent it qualifies as an independent contractor under this definition.

“Client Subscription” means a per-client entitlement, purchased in addition to a Subscription, covering one client or customer organization for whom Customer builds, deploys, or operates a configurator. A separate Client Subscription is required for each brand of that organization, and each brand, division, or business unit for which Customer builds, deploys, or operates a distinct configurator requires its own Client Subscription. Customer’s commercial and production rights under this Agreement do not extend to any client, customer, or brand for which Customer does not hold a current Client Subscription, and deployment for such a party is not licensed.

“Configurator Platform” means Provider’s configurator product and related services, including the administrative panel for managing configurator catalogs, the SDK, the Documentation for the SDK, and any configurators, embeds, or sharing mechanisms made available through or generated by the foregoing.

“Customer Customizations” means the configurations, customizations, and other materials created, developed, uploaded, or configured by Customer or its Authorized Users within the Services, including themes, style sheets and other CSS, component overrides, product catalogs and catalog data, and configuration rules and rule sets. Customer Customizations do not include the Services themselves, the SDK, the Sample Assets, or any other Provider IP, and nothing in this definition grants Customer any right, title, or interest in any of the foregoing.

“Customer Data” means information, data, and other content, in any form or medium, that is submitted, entered, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services, and any outputs based thereon or derived therefrom, including Customer Input and Customer Output. Customer Data does not include Aggregated Statistics.

“Customer Input” means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.

“Customer Output” means information, data, materials, text, images, code, works, or other content generated by or otherwise output from the Services in response to a Customer Input.

“Documentation” means Provider’s user manuals, handbooks, model cards, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.

“Enterprise Agreement” means a separately negotiated written agreement between Provider and Customer governing Customer’s access to and use of the Services or the Configurator Platform, including any master services agreement, enterprise order form, or similar instrument executed by both parties. An Order that is not separately negotiated and executed by both parties is not an Enterprise Agreement.

“Fair Use Limits” means the storage, bandwidth, API Request, and other usage thresholds that apply to Customer’s plan or to any promotional offer, as described on the applicable pricing page, checkout page, Order, or offer terms, or in the description of the applicable subscriptions and tiers available on Provider’s website, or in any other area of Provider’s website where such usage limits or restrictions are published, and as may be updated by Provider from time to time.

“Free Plan” means any tier of the Configurator Platform made available by Provider at no charge, including any tier offering limited features, reduced usage allowances, or Provider branding or watermarking on output.

“Order” means an ordering document or online order entered into between you and us that references this Agreement and describes the Services you are subscribing to.

“Personal Information” means information that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual’s internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual’s commercial, employment, or education history, and other personal characteristics and identifiers. Customer’s business contact information is not by itself deemed to be Personal Information.

“Process” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, process, weigh, perform statistical analysis, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Provider IP” means the Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services. Provider IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the Services made by or on behalf of Provider, but does not include Customer Data or Customer Customizations.

“**SDK**” means Provider’s configurator software development kit, including all libraries, packages, sample code, example projects, header files, tools, and accompanying documentation made available by Provider for the purpose of integrating the Configurator Platform into Customer’s own applications, websites, or systems.

“**Sample Assets**” means any 3D models, geometry, textures, materials, images, scene data, or other assets that Provider makes available with the SDK, in any Provider code repository, or otherwise for demonstration, evaluation, or testing purposes.

“**Self-Service Subscription**” means any subscription to the Services or the Configurator Platform purchased or enrolled in through Provider’s website, checkout, or in-product flow, and not governed by an Enterprise Agreement.

“**Services**” means the products and services identified in the applicable Order, checkout page, or account, which may include the Configurator Platform, Curator, Imagine AI or AI Studio, Interactive Catalog, AR, 360 Viewer, Tile and Grout, Retail Automation, Mattress Builder, related APIs and SDKs, and professional or implementation services, together with updates Provider makes generally available. “**Subscription**” means a paid account-level subscription to the Services or the Configurator Platform, whether a Self-Service Subscription or a subscription governed by an Enterprise Agreement. A Subscription entitles Customer to access and use the Services, the Configurator Platform, and the SDK, and to do so for commercial and production purposes, subject to Customer holding a Client Subscription for each applicable client, customer, or brand. A Free Plan is not a Subscription.

“**Third-Party Products**” means any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through the Services, including any third-party AI Technology such as the Third-Party AI Services.

“**Training Data**” means any and all information, data, materials, text, prompts, images, code, and other content that is used by or on behalf of Provider to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of, the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services, including to create Customer Customizations in accordance with the Documentation, and access and use Customer Customizations during the Term. Provider shall provide you with the necessary passwords and access credentials to allow you to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely in connection with use of the Services.

(c) Use Restrictions. You shall not use the Services or Customer Customizations for any purpose beyond the scope of the access granted in this Agreement. You shall not at any time,

directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part, other than Customer Customizations created in accordance with the Documentation; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Customer Customizations, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, duplicate, benchmark, stress test, or performance test the Services, reproduce Training Data other than Customer Data, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying AI Technology or component of the Services, in whole or in part; (iv) access or use the Services or any Customer Output to develop, train, fine-tune, evaluate, or provide input to any other AI Technology or any machine learning or artificial intelligence model or system, including for embedding generation or retrieval-augmented generation; (v) use web scraping, web harvesting, web data extraction, or any other method to extract data from the Services or any Customer Output; (vi) remove any proprietary notices from the Services or Documentation; (vii) use the Services to create or generate Customer Output, or use Customer Output in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (viii) submit, enter, post, or otherwise transmit or Process through the Services (A) any special category or otherwise regulated Personal Information, including biometric identifiers, genetic data, health or medical information, precise geolocation data, financial account or payment card numbers other than as required to process a payment through the Services, government-issued identification numbers, or information revealing racial or ethnic origin, religious belief, or sexual orientation; (B) any Personal Information of a child under 16 years of age; or (C) any Personal Information for which Customer lacks a lawful basis and all necessary rights, consents, and permissions to provide it to Provider and to permit Processing.

(d) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You agree that Provider may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP or Third-Party Products.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP, to Provider, or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased

conducting its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Provider's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is using the Services in material violation of Section 2(c) or the AUP (as defined in Section 3(a)); (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access and use the Services; or (iii) in accordance with Section 4 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer's designated contact by email and to provide updates regarding the resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data, profits, revenue, or business opportunities), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension, even if Provider has been advised of the possibility of such damages, regardless of the cause or duration of such suspension.

(g) Third-Party AI Provider Disclosure. The Services incorporate and utilize artificial intelligence technology provided by one or more third parties ("**Third-Party AI Services**"). By using the Services, you acknowledge and agree that: (a) Customer Input and certain Customer Data may be processed by Third-Party AI Services in accordance with the applicable provider's terms of service and privacy policies, and Customer may choose not to use the AI Features, or may request that Provider disable the AI Features for Customer's account, if Customer does not wish for Customer Input or Customer Data to be processed in this manner; (b) certain AI Features may rely on Third-Party AI Services for functionality, and any limitations, outages, or changes to Third-Party AI Services may affect the availability or performance of such features; (c) each applicable provider may be a third-party beneficiary with respect to your use of its Third-Party AI Services through the Services; and (d) Provider may add, remove, or change the providers of Third-Party AI Services at any time in its sole discretion and without notice to Customer, provided that Provider will identify the then-current providers of Third-Party AI Services to Customer upon Customer's written request, and any such identification is Provider's Confidential Information subject to Section 5. Provider's use of Third-Party AI Services is subject to the applicable provider's terms, and Provider makes no representations or warranties regarding Third-Party AI Services beyond those expressly provided in this Agreement.

3. Customer Responsibilities.

(a) Acceptable Use Policy; Provider Policies. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described in Provider's AI Acceptable Use Policy set out in Section 18 (the "**AUP**"). You shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, the AUP, and all guidelines, standards, requirements, and policies that may be posted on imagine.io from time to time, which are hereby incorporated herein by reference.

(b) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether that access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you

will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. You shall ensure that each Authorized User agrees to, and complies with, Provider's Authorized User Terms of Use, available at imagine.io (the "**Authorized User Terms of Use**"), before that Authorized User accesses or uses the Services. Customer may create and manage agency accounts and provision access for its Authorized Users, including personnel of an agency acting as Customer's independent contractor under the Authorized User definition, provided that Customer remains responsible and liable for all such access and use, that such use is solely for Customer's internal business operations, and that Customer holds a Client Subscription for each client, customer, or brand for which it builds, deploys, or operates a configurator. Without limiting the foregoing, you shall make the AUP and the Authorized User Terms of Use available to each Authorized User before permitting that Authorized User to access or use any AI Feature.

(c) Use of Customer Output. You are solely responsible for (i) evaluating (including by human review) Customer Output for accuracy, completeness, appropriateness, and other factors relevant to your use before using, distributing, or relying on the Customer Output and (ii) your decisions, actions, and omissions in reliance on or based on the Customer Output.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Services confidential. You shall not sell or transfer them to any other person or entity. You shall promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products, including the Third-Party AI Services described above. For purposes of this Agreement, these Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance by a website link or otherwise. The Services may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms, as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any Third-Party Products, then you should not install, access, or use these Third-Party Products or any Services that include or incorporate these Third-Party Products.

4. Fees and Payment.

(a) The Fees for accessing and using the Services ("**Fees**") are based upon a subscription model. The specific tier and associated Fees for the Services subscribed to by Customer are as described on imagine.io or the applicable Order. Customer may upgrade their subscription tier by paying the difference between their current tier pricing and the pricing of the desired upgraded tier. Upgrades will be effective upon payment of the applicable difference and will remain in effect for the remainder of the Term.

(b) Customer shall make all payments hereunder in U.S. dollars on or before the due date as set forth in the Order or imagine.io. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month (simple interest) or, if lower, the maximum rate permitted under applicable law; (b) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court

costs, and collection agency fees; and (c) if the failure continues for 7 days or more, Provider may suspend, under Section 2(f), Customer's and all other Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. Confidential Information. From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether oral or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Without limiting the foregoing, Provider IP is Provider's Confidential Information and Customer Data is Customer's Confidential Information. Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; (d) independently developed by the receiving party; or (e) after disclosure, becomes part of the public domain through no breach of this Agreement by, and through no fault or act of, the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees and individual independent contractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party (to the extent legally permitted) and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the date the Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, for any Confidential Information that constitutes a trade secret (as determined under applicable law), those obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as the Confidential Information remains subject to trade secret protection under applicable law.

6. Privacy Policy. Provider complies with its privacy policy, available at configurator-platform.imagine.io/privacy-policy ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. Provider will make a data processing addendum available to Customer on request and, if Provider does so and the addendum is executed by both parties, that addendum governs Provider's Processing of Personal Information contained in Customer Data and controls over any inconsistent provision of this Agreement or the Privacy Policy. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, for Third-Party Products, the applicable third-party providers own all right, title,

and interest, including all intellectual property rights, in and to the Third-Party Products. Provider hereby grants you a non-exclusive, royalty-free, perpetual, worldwide license to reproduce, distribute, and otherwise use and display the Provider IP solely to the extent incorporated into and necessary for you to use and otherwise exploit the Customer Output.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, subject to the license granted herein. Customer hereby grants to Provider a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to (i) reproduce, distribute, and otherwise use and display the Customer Data and Process the Customer Data as may be necessary for Provider to provide the Services to Customer and (ii) use, modify, and adapt Customer Input and Customer Output to operate, maintain, secure, troubleshoot, and improve the Services. Notwithstanding anything in this Agreement to the contrary, unless prohibited by applicable law, we may delete Customer Data at any time if we determine that Customer Data violates the terms of this Agreement or that deletion is necessary to comply with applicable law.

(c) Customer Customizations. Notwithstanding Section 7(a), Customer shall have the exclusive right to access and use Customer Customizations solely for internal business operations by Authorized Users in accordance with the terms and conditions herein. We will not, and we will not allow any third party to, access or use Customer Customizations during or after the Term of this Agreement, except as necessary for us to fulfill our obligations to you under this Agreement, comply with applicable law, or perform routine backup, data-retention, and system-administration functions.

(d) Feedback. If you or any other Authorized User sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, other than Customer Customizations, or any comments, questions, suggestions, or the like (“**Feedback**”), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we have no obligation to acknowledge receipt of or use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Limited Provider Warranty. Provider warrants that the Services will conform in all material respects to the Documentation when accessed and used by Customer in accordance with this Agreement. Your sole remedy and Provider’s sole liability for breach of the foregoing warranty is for Provider to use commercially reasonable efforts to correct the Services to conform to the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You represent, warrant, and covenant that (i) you own or otherwise have and will have all necessary rights, permissions, consents, and licenses in and relating to the Customer Data, and have paid and will pay all applicable fees, royalties and other amounts due to any third parties so that, as received by Provider and Processed in accordance

with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law, and (ii) no Customer Data contains or will contain any Personal Information of a type prohibited by Section 2(c)(viii), and Customer has and will have all rights, consents, and permissions necessary for Provider to Process any Personal Information contained in Customer Data as contemplated by this Agreement.

(c) EXCEPT FOR THE LIMITED WARRANTY SET OUT IN SECTION 8(a), THE SERVICES AND CUSTOMER OUTPUT ARE PROVIDED “AS IS” AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING ANY CUSTOMER OUTPUT, WILL MEET YOUR OR ANY OTHER PERSON’S OR ENTITY’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE SERVICES AND AI TECHNOLOGY, CUSTOMER OUTPUT (I) MAY BE INACCURATE, MISLEADING, BIASED, OR OFFENSIVE, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATE FOR OTHER CUSTOMERS, (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, (IV) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES, AND (V) DOES NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, PROVIDER’S AND THIRD-PARTY PROVIDERS’ VIEWS.

2. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all direct losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (“**Losses**”), incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Services, excluding any Third-Party Products and Customer Data, when used strictly in accordance with this Agreement and Documentation, directly infringes or misappropriates such third party’s U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or Provider reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue using the affected

Services. If Provider determines that neither alternative is commercially reasonable, Provider may terminate the affected Services or component upon written notice to Customer and will refund any prepaid, unused Fees attributable to the terminated Services for the period following termination. Provider may terminate the entire Agreement only if the affected component is material to the Services as a whole and the remaining Services cannot reasonably be provided independently.

(iii) This Section 9(a) will not apply to the extent that any such Third-Party Claim arises from, or is related to, (A) Customer's or any other Authorized User's use of the Services or Customer Output in combination with any products, services, or software not provided by or on behalf of Provider; (B) Customer Customizations or modifications to the Services or Customer Output other than by or on behalf of Provider; (C) Customer Input or other Customer Data other than Customer Output; (D) Third-Party Products accessible through but not incorporated into the Services (including to the extent allegedly infringing Customer Output derives from content from a Third-Party Product); (E) Customer's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the Services; (F) Customer's violation of this Agreement or applicable laws; or (G) trademark violations resulting from Customer's use of the Customer Output in trade or commerce.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Input or other Customer Data other than Customer Output, or Processing or any other use thereof in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on the negligence or willful misconduct of, or use of the Services by, Customer, any Authorized User, or any other person accessing the Services through Customer's account or credentials, whether or not authorized by Customer, in a manner not authorized by this Agreement, the AUP, or applicable laws; provided that Customer may not settle any Third-Party Claim against Provider unless Provider provides prior written consent to such settlement, which consent shall not be unreasonably withheld, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS OUT CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR CUSTOMER OUTPUT INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

3. Limitations of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH

CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions set out in the first sentence of this Section 10 do not apply to Provider's willful misconduct. The limitation on Provider's aggregate liability set out in the second sentence of this Section 10 applies to all claims under or in connection with this Agreement, including claims based on gross negligence or willful misconduct, except as prohibited by law. The disclaimers in Section 8 and the exclusions and limitations in this Section 10 apply for the benefit of Provider and its affiliates and their respective officers, directors, employees, and agents (together with Provider, the "Provider Parties"), and the aggregate liability limit set out in this Section 10 is a single aggregate limit applying across all Provider Parties collectively and not a separate limit for each.

4. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues for the period set out in the Order or per the subscription terms on imagine.io, as applicable (the "**Term**"). PLEASE NOTE: YOUR SUBSCRIPTION RENEWS AUTOMATICALLY AND YOUR PAYMENT METHOD WILL BE CHARGED FOR EACH RENEWAL TERM UNTIL YOU CANCEL. YOU MAY CANCEL AT ANY TIME AS DESCRIBED IN SECTION 11(b)(iv). Services will automatically renew for additional successive terms of the same duration as the initial Term unless earlier terminated pursuant to this Agreement's express provisions or, where the Term is set out in an Order, either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period. Where the Term is not set out in an Order, Customer may prevent renewal at any time before the end of the then-current Term by cancelling under Section 11(b)(iv), and no advance notice period applies.

(b) Termination. In addition to any other express termination right set out in this Agreement:

(i) Unless the Term is for a specific period as set out in the Order, Provider may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has a receiver, trustee, custodian, or similar agent

appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) Customer may cancel its subscription and terminate this Agreement at any time, for any reason or no reason, without penalty and without any advance notice period, either through the account settings available in the Services or by contacting Provider at cs@imagine.io. Provider will make the cancellation function available through the same account interface used to purchase or enroll in the subscription. Cancellation is effective at the end of the then-current Term, Customer's access to the Services continues through the end of that Term, and no further Term will commence. Fees already paid are not refunded or prorated on cancellation, except as required by applicable law or as expressly provided in this Agreement.

(c) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before that expiration or termination or entitle Customer to any refund. Following expiration or termination of this Agreement, Provider may permanently delete Customer Data and Customer Customizations from the Services and all systems Provider controls, unless otherwise required by applicable law.

(d) Survival. This Section 11(d), Sections 4, 5, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination of this Agreement, will survive termination.

5. Modifications. You acknowledge and agree that we have the right to modify this Agreement from time to time, except that any modification to these Terms and Conditions will not apply to the extent it conflicts with an Enterprise Agreement between Provider and Customer unless that Enterprise Agreement expressly provides otherwise. Any modified terms will become effective upon posting and will apply only prospectively to your use of the Services after such changes become effective. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. You will be deemed notified of modifications upon Provider posting such modifications on imagine.io. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

6. Export Regulation. The Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the U.S.

7. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this

Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Williamson County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives, to the fullest extent permitted by law, any objection to such venue, including any objection based on improper or inconvenient venue, lack of personal jurisdiction, or the doctrine of forum non conveniens.

8. Dispute Resolution; Class Action Waiver. Except as provided below, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Williamson County, Texas, and conducted in the English language. The arbitrator will have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Agreement, except that a court of competent jurisdiction, and not an arbitrator, will decide any question of the validity or enforceability of the class action waiver in this Section. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may bring an individual action in the courts identified in Section 14 for injunctive or other equitable relief to protect its intellectual property rights or Confidential Information, and either party may bring a claim in a small-claims court of competent jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PARTY OR PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. If the class action waiver in this Section is held unenforceable as to any claim, that claim will be severed from arbitration and resolved exclusively in the courts identified in Section 14, and the remainder of this Section will remain in effect. Each party will bear its own attorneys' fees and costs in arbitration except as the arbitrator may award under applicable law.

9. Configurator Platform and SDK Terms.

(a) Scope. This Section applies to Customer's access to and use of the Configurator Platform, the SDK, and the Sample Assets, and supplements the other provisions of this Agreement. In the event of any inconsistency between this Section and the remainder of this Agreement with respect to the Configurator Platform, the SDK, or the Sample Assets, this Section controls. Where Customer's access is governed by an Enterprise Agreement, the terms of that Enterprise Agreement control over Sections 16(f), 16(i), 16(j), and 16(k) and over any conflicting provision of this Section. The SDK is additionally licensed under the separate software license that Provider makes available with the SDK package. That license governs the SDK itself and controls over this Agreement on any question concerning the SDK, and this Agreement controls as to the Configurator Platform and Customer's subscription, billing, and usage limits. The restrictions in Section 16(d) apply in addition to, and not in place of, that license, and as between the two the stricter restriction controls.

(b) Plans and Free Plan Restrictions. Provider makes the Configurator Platform available under one or more plans, the features, usage allowances, and limitations of which are described on the applicable pricing page, checkout page, Order, or offer terms. Provider may add, modify, or discontinue plans and may change the features, allowances, and limitations of any plan, in each case prospectively. Any Free Plan is licensed solely for internal evaluation, development, and testing purposes and may not be used for commercial or production purposes. Provider may apply branding, watermarking, or other Provider attribution to any output,

configurator, or embed generated under a Free Plan, and Customer shall not remove, obscure, alter, or circumvent that branding, watermarking, or attribution. For the avoidance of doubt, the presence of Provider branding, watermarking, or attribution does not license, permit, or otherwise authorize any commercial or production use, and Customer shall not use, deploy, publish, embed, distribute, or otherwise make available any output, configurator, or embed generated under a Free Plan for any commercial or production purpose, or to or for the benefit of any client, customer, or end user, whether or not that branding, watermarking, or attribution remains in place. Retaining Provider branding, watermarking, or attribution is a condition of Customer's permitted internal use under a Free Plan and is not a substitute for a Subscription or, where applicable, a Client Subscription.

(c) AI-Generated Images and Output. Images and other content generated through the Configurator Platform's artificial intelligence features are Customer Output, and ownership and license rights in that content are allocated as set out in Section 7. Without limiting Section 8(c), Provider does not warrant that any AI-generated image or other Customer Output is unique, original, or distinguishable from output generated for other customers, or that its creation, use, distribution, or display does not infringe, misappropriate, or otherwise violate the rights of any third party, and Provider makes no representation that such content qualifies for copyright or other intellectual property protection. Customer is solely responsible for reviewing AI-generated output before use in accordance with Section 3(c), for clearing any third-party rights necessary for Customer's intended use, and for ensuring that its prompts, inputs, and uses of AI Features comply with this Agreement, the AUP, and applicable law, including any prohibition on generating illegal, deceptive, defamatory, infringing, or otherwise prohibited content. AI generation and related Processing count against Customer's applicable usage allowances, credits, and API Request limits as described on the applicable pricing page or in the Documentation.

(d) SDK License. Subject to Customer's compliance with this Agreement and payment of all applicable Fees, Provider grants Customer a non-exclusive, non-transferable, non-sublicensable (except as expressly set out below), revocable license during the Term to (i) install and use the SDK for the purpose of developing and operating configurator integrations within Customer's own websites, applications, and channels and within those of Customer's clients where Customer builds, deploys, or operates the configurator, and (ii) incorporate and distribute the SDK, in object-code or packaged form, solely as embedded in and as a component of a configurator that Customer builds, deploys, or operates, whether made available in Customer's own websites, applications, and channels or in those of a client for whom Customer builds, deploys, or operates it. Commercial and production use of the SDK and of any configurator built with it is licensed only for so long as Customer maintains the subscriptions required by this Section 16(d) covering each client, customer, or brand for whom the configurator is built, deployed, or operated, and this license terminates automatically, as to any affected configurator, upon expiration or termination of the applicable subscription or of this Agreement. Customer requires a Client Subscription for each client or customer organization for whom Customer builds, deploys, or operates a configurator, whether or not that organization operates the configurator itself, unless an Enterprise Agreement expressly provides otherwise. Deployment of a configurator for any client or customer organization for which Customer does not hold a current Client Subscription is not licensed under this Agreement. The number of permitted deployments and the applicable usage limits are those set out in Customer's purchased plan and this Agreement rather than in any license file accompanying the SDK. Delivering a configurator to that client is not distribution of the SDK and is not prohibited by clause (D) of this Section 16(d); delivering the SDK itself, as a package, library, development tool, starter kit, or template, whether standalone or repackaged, remains prohibited in all cases. Customer shall not, and shall

not permit any person to: (A) use the SDK, the Sample Assets, or the Documentation to develop, train, market, or distribute any product or service that competes with the Configurator Platform or the Services; (B) copy, modify, translate, or create derivative works of the SDK, including by patching, hot-patching, or runtime monkey-patching of any distributed file, except as expressly permitted by the license accompanying the SDK package; (C) reverse engineer, decompile, or disassemble the SDK, except to the extent that right cannot be excluded under applicable law; (D) distribute, sublicense, sell, rent, or otherwise make the SDK available on a standalone basis or other than as embedded in Customer's own offering; or (E) remove, obscure, or alter any copyright, license, or other proprietary notice in or accompanying the SDK. Provider retains all right, title, and interest in and to the SDK, which is Provider IP, excluding any third-party open-source components distributed with or as part of the SDK. The SDK incorporates and may install or distribute third-party open-source software components, which remain the property of their respective owners and are licensed to Customer under their own applicable license terms and not under this Agreement. Provider makes the applicable notices and license terms for those components available in or with the SDK distribution, including in the license file accompanying the SDK package, and Customer shall comply with them, including any notice-retention or attribution requirement, when Customer distributes its own application incorporating the SDK. Without limiting the foregoing, the SDK redistributes the Google Draco compression library under the Apache License, Version 2.0, and Customer shall retain the associated copyright notice and license text, and any NOTICE file contents to the extent a NOTICE file accompanies that component, in Customer's own distributions as that license requires. Provider makes no representation or warranty with respect to any third-party open-source component.

(e) Sample Assets. The Sample Assets, including any 3D models, meshes, textures, materials, and related data made available through the SDK, any example repository, or the Documentation, are provided solely for demonstration, evaluation, development, and testing purposes. Customer shall not use the Sample Asset files in production, in any commercial offering, or in connection with any product or content made available to Customer's end users or the public, and shall not redistribute, resell, sublicense, or make the Sample Asset files available on a standalone basis. Customer Output depicting Sample Assets is licensed as set out below in this Section 16(e). Customer shall not modify, adapt, retopologize, re-texture, re-rig, re-scale, recolor, decimate, convert the format of, extract any part of, or otherwise create any derivative work of the Sample Assets, except for a format conversion performed automatically by Provider's own import tooling in the course of a normal catalog import. Any derivative work of the Sample Assets created notwithstanding this restriction remains subject to this Agreement and the sample asset license and confers no rights on Customer. Customer shall not use the Sample Asset files in any sales demonstration to a prospective customer, pitch deck, or marketing material. Customer shall not use the Sample Assets or any Customer Output depicting Sample Assets to train, fine-tune, or evaluate any machine-learning or generative model, and the license granted below covers use, reproduction, distribution, and display only and grants no training rights. Provider retains all right, title, and interest in and to the Sample Assets. The furniture, finishes, and environments the Sample Assets depict are intended to be original designs and not reproductions of any manufacturer's products. The preceding sentence describes the Sample Assets' origin; it is not a representation or warranty, and Section 8(c) applies to it. Nothing in this Agreement transfers ownership of the Sample Assets to Customer. Notwithstanding Section 16(a) and Section 17, the Sample Assets are licensed solely under the separate sample asset license that Provider makes available with the Sample Assets, which governs Customer's use of the Sample Assets and controls over this Section 16(e) and any other provision of this Agreement to the extent it grants broader rights in the Sample Assets. Customer's rights in the Sample Asset files themselves are limited to non-commercial use and survive termination of this Agreement as

restrictions. Renders and other Customer Output depicting Sample Assets are Customer Output. Notwithstanding Section 7(b) and the definitions of Customer Data and Customer Output in Section 1, and notwithstanding anything else in this Agreement to the contrary, ownership of and rights in Customer Output depicting Sample Assets are allocated solely as set out in this Section 16(e), and Section 7(b) does not vest in Customer any right, title, or interest in or to the Sample Assets or in the depiction of any Sample Asset in any Customer Output. As between the parties, Provider retains all right, title, and interest in and to the Sample Assets and all intellectual property rights therein, including in the depiction of any Sample Asset in any Customer Output, and Customer retains all right, title, and interest in and to its own Customer Input and Customer Data incorporated into that Customer Output. Customer's rights to use, reproduce, and display Customer Output depicting Sample Assets are limited to the license granted below in this Section 16(e), and Customer's ownership of its own contributed Customer Input and Customer Data does not entitle Customer to use that Customer Output other than in accordance with that license. Customer shall not use Customer Output depicting Sample Assets for any commercial purpose. Provider grants Customer a non-exclusive, royalty-free, worldwide license to use, reproduce, and display Customer Output depicting Sample Assets solely for internal demonstration, evaluation, development, and testing purposes, and not in production, in any commercial offering, or in connection with any product or content made available to Customer's end users or the public. That license does not extend to the Sample Asset files themselves. Customer is responsible for substituting its own assets, for which Customer holds all necessary rights, for any Sample Asset files in its catalog before placing any configurator into production. Customer Output already generated may continue to be used only in accordance with the non-commercial license granted above.

(f) Promotional Offers and Discounts. Provider may from time to time offer promotional pricing, discounts, trial periods, expanded usage allowances, or other promotional benefits, including any early-member or launch promotion. Each promotional offer is valid only in accordance with the specific terms presented to Customer at checkout or otherwise communicated by Provider as part of that offer, including any eligibility criteria, promotional duration, participant limits, and usage allowances. Provider may modify or discontinue any promotional offer prospectively, and may determine eligibility in its sole discretion. Upon expiration or termination of a promotional period, Customer's usage allowances revert to those included in Customer's then-current plan, and Provider may charge, throttle, or suspend usage in excess of those allowances in accordance with Section 16(k).

(g) Customer's End Users: Sharing Links and Tokens. Customer is solely responsible for its end users and for all use of any configurator, embed, dealer channel, project sharing link, share token, or embed token that Customer creates, distributes, or makes available, including use by persons to whom Customer distributes them. Customer shall (i) maintain and make available to its end users its own terms of use and privacy policy, and obtain all notices, consents, and permissions required under applicable law for Customer's collection and Processing of end-user data through the Configurator Platform; (ii) comply, and cause its end users to comply, with this Agreement and the AUP in connection with use of any configurator or embed Customer makes available; and (iii) manage, restrict, and revoke sharing links and tokens as appropriate, it being acknowledged that any person holding a sharing link or token may be able to access the associated configurator or project. Provider has no direct relationship with Customer's end users and no obligation or liability to them.

(h) Third-Party Hosted Resources. Customer acknowledges that certain components of the Configurator Platform load at runtime from third-party hosted sources rather than from

Provider's infrastructure or the SDK package, including an augmented-reality viewer script and, where a selected theme specifies a third-party hosted font, that font. As a result, when an end user accesses a configurator or embed that Customer makes available, that end user's browser may connect directly to those third-party hosts and transmit the end user's IP address and request metadata to them. Customer is responsible for disclosing those connections in its own privacy policy to the extent required by applicable law, for configuring its content security policy to permit or restrict the applicable hosts, and for using any self-hosting or override mechanism Provider makes available where Customer does not wish those connections to occur. Provider may change the components loaded from third-party hosted sources prospectively and will describe the applicable hosts and any override mechanism in the Documentation.

(i) API Keys, Tokens, and Security. Customer is solely responsible for safeguarding all API keys, secrets, session tokens, embed tokens, share tokens, and other credentials issued to or generated by Customer in connection with the Configurator Platform, and for all activity occurring under them, whether or not authorized by Customer. Customer shall not expose, embed, or otherwise make available in client-side code, a public repository, or any other location accessible to end users or the public any credential other than a credential that Provider has issued or designated for browser-side use, and shall not under any circumstances expose any administrative, server-side, or elevated-scope credential or secret. Customer acknowledges that a credential designated for browser-side use is not a secret and may be readable by any person with access to Customer's published application. Where Customer uses such a credential, Customer shall scope it to the minimum systems and functions required, monitor it for misuse, and rotate it promptly upon any suspected exposure. For public-facing deployments, Customer shall use a server-minted short-lived session token or a scoped embed link where the Configurator Platform makes one available. Customer shall promptly notify Provider at cs@imagine.io upon becoming aware of any actual or suspected compromise, unauthorized use, or public exposure of any credential, and shall promptly rotate the affected credential. Provider may revoke, rotate, or suspend any credential that Provider reasonably believes has been compromised or is being used in violation of this Agreement.

(j) Availability. For Self-Service Subscriptions and any Free Plan, the Configurator Platform is provided on a commercially reasonable, best-efforts basis, and Provider makes no commitment as to uptime, availability, response time, or support response, and provides no service level agreement, service credit, or other availability remedy. Provider may perform scheduled or emergency maintenance at any time and may modify, suspend, or discontinue any feature of the Configurator Platform prospectively. Where Provider makes any staging, beta, preview, or other pre-release environment or build of the Configurator Platform or the SDK available to Customer, it is provided for evaluation and development purposes only, carries no availability, performance, or data-retention commitment, and Customer Data in that environment may be reset, deleted, or otherwise lost without notice. Customer shall not use any such environment or build for production purposes or rely on it to store any data Customer cannot afford to lose, and Provider has no liability arising from Customer's use of, or loss of data in, any such environment or build. Availability commitments, if any, for Customers governed by an Enterprise Agreement are as set out in that Enterprise Agreement.

(k) Billing, Renewal, Cancellation, and Refunds for Self-Service Subscriptions. The following apply to Self-Service Subscriptions: (i) Fees are billed in advance for each billing period, which may be monthly or annual as selected by Customer at checkout, and are payable through Provider's designated payment processor; (ii) Customer authorizes Provider and its payment processor to charge Customer's designated payment method for all Fees when due,

including for each renewal period; (iii) subscriptions renew automatically for successive periods of the same duration until cancelled in accordance with Section 11(b)(iv); (iv) cancellation is effective at the end of the then-current paid billing period, and Customer's access continues through the end of that period; (v) Fees already paid are not refunded or prorated, and no refunds are provided except where required by applicable law; (vi) an upgrade to a higher plan or allowance may take effect immediately upon Customer's election, with the applicable incremental Fees charged at that time or on the next invoice; and (vii) a downgrade to a lower plan or allowance takes effect at the start of the next billing period, and no credit or refund is provided for the unused portion of the then-current period. Cancellation, renewal, refund, upgrade, downgrade, and termination terms for Customers governed by an Enterprise Agreement are as set out in that Enterprise Agreement.

(l) Fair Usage; Rate Limits; Abuse. Where a plan or promotional offer describes storage, bandwidth, API Requests, or other usage as unlimited or unmetered, that usage remains subject to the Fair Use Limits and to Provider's abuse-prevention measures. Provider may publish and change Fair Use Limits and API rate limits on the applicable pricing page, in the Documentation, or in the applicable offer terms, in each case prospectively. Provider may throttle, rate-limit, reduce, suspend, or terminate Customer's access to any portion or all of the Configurator Platform, or charge for usage in excess of Customer's allowances at Provider's then-current overage rates, if Customer exceeds its applicable allowances or Fair Use Limits, or in the event of excessive or abusive usage, automated or scripted access not expressly permitted by the Documentation, activity that degrades or threatens the stability, performance, or security of the Configurator Platform or any other customer's use of it, or any violation of this Agreement or the AUP. Provider will use commercially reasonable efforts to notify Customer before throttling or suspending access for excess usage where practicable, except where immediate action is necessary to protect the Configurator Platform, Provider, or any third party.

10. Miscellaneous. This Agreement consists of these Terms and Conditions, the Order, and each document, policy, and set of terms referenced in or incorporated by reference into these Terms and Conditions, including the Privacy Policy, the Authorized User Terms of Use, any data processing addendum executed by both parties, the Documentation, the license accompanying the SDK package, the sample asset license, the applicable pricing page, checkout page, and offer terms, any Enterprise Agreement, and any guidelines, standards, requirements, and policies posted on imagine.io from time to time (collectively, the "Incorporated Documents"), each of which is incorporated into and forms part of this Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency, the following order of precedence applies: (a) any Enterprise Agreement, to the extent provided in Section 16(a); (b) any data processing addendum executed by both parties, to the extent provided in Section 6; (c) the license accompanying the SDK package and the sample asset license, in each case to the extent provided in Sections 16(a), 16(d), and 16(e); (d) Section 16, to the extent provided in Section 16(a); (e) the remainder of the body of these Terms and Conditions; (f) the Order; and (g) the other Incorporated Documents. Notwithstanding the foregoing, the body of these Terms and Conditions controls over the Order unless the parties expressly indicate in the Order an intent to deviate from these Terms and Conditions. Any notices to us must be sent to finance@imagine.io or our corporate headquarters address available at imagine.io and must be delivered either in person, by email, certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the

Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder. Provider may provide the Services and perform any of its obligations under this Agreement through its affiliates and subcontractors, and remains responsible for their performance of those obligations.

11. AI Acceptable Use Policy. This Section 18 is the AUP. It applies to Customer and all Authorized Users, and Customer shall cause its end users to comply with it as provided in Section 16(g).

(a) Prohibited Content. Customer shall not use the Services or any AI Feature to create, generate, upload, or distribute any content that: (i) depicts the sexual exploitation or abuse of a minor, or is otherwise child sexual abuse material; (ii) constitutes non-consensual intimate imagery or sexualizes an identifiable individual without that individual's consent; (iii) promotes, incites, or provides instruction for terrorism, violent extremism, or serious violence against any person or group; (iv) harasses, defames, or threatens any person, or promotes discrimination against any person or group on the basis of a protected characteristic; (v) is unlawful under, or would cause Provider to violate, any applicable law; or (vi) depicts firearms, weapons, controlled substances, or other regulated products in a manner prohibited by applicable law.

(b) Third-Party Rights. Customer shall not use the Services or any AI Feature to generate content that infringes, misappropriates, or otherwise violates the intellectual property, privacy, publicity, or other rights of any person, including by generating content that reproduces or is substantially similar to a third party's trademark, trade dress, copyrighted work, or product design, or that depicts the name, likeness, voice, or persona of an identifiable individual without that individual's consent.

(c) Deception and Consumer Protection. Customer shall not present AI-generated content in a manner that misrepresents the appearance, dimensions, materials, finish, availability, or price of any product offered for sale, or that a reasonable consumer would understand to be a photograph of a physical product when it is not. Where applicable law requires disclosure that content is AI-generated, Customer is responsible for making that disclosure.

(d) Technical Restrictions. Without limiting Section 2(c), Customer shall not: (i) attempt to circumvent, disable, or defeat any content filter, safety system, rate limit, watermark, or usage control in the Services; (ii) use prompt injection, jailbreaking, adversarial inputs, or any similar technique to cause an AI Feature to operate outside its intended parameters or to produce content otherwise prohibited by this Section 18; (iii) attempt to extract, reconstruct, or infer the model weights, parameters, architecture, Training Data, or system prompts underlying any AI Feature; or (iv) use automated means to generate content at a volume or rate inconsistent with normal use of the Services.

(e) Data Restrictions. Customer shall not submit to any AI Feature any Personal Information of a type prohibited by Section 2(c)(viii), and shall not submit any other person's Confidential Information or trade secrets without authority to do so.

(f) Reporting and Enforcement. Customer shall report any suspected violation of this Section 18 to Provider at cs@imagine.io. Provider may investigate any suspected violation and may exercise its rights under Sections 2(f), 11(b), and 16(l), including suspending or terminating access, removing or disabling access to violating content, and reporting violations to law enforcement where required or permitted by applicable law. Provider's exercise or non-exercise of any remedy on one occasion does not waive any remedy on any other occasion. Provider has no obligation to monitor Customer Output or Customer's use of the Services, and any monitoring Provider does undertake does not relieve Customer of responsibility under this Section 18.