



AUTHORIZED USER TERMS OF USE

Last Modified: September 22, 2026

THESE AUTHORIZED USER TERMS OF USE ("Terms of Use") govern your use of the imagine.io software platform (the "Services"), including all user manuals, technical manuals, and any other materials provided by Provider, in printed, electronic, or other form, that describe the Services or their use or specifications (the "Documentation") provided to you ("you" or "your") for use pursuant to and subject to the Live Furnish Master Terms and Conditions or, where the parties have executed one, a negotiated software-as-a-service agreement (the "Master Terms") between Live Furnish, Inc., a Delaware corporation doing business as imagine.io ("Provider") and your employer or other person or entity who owns or otherwise lawfully controls access to the Services ("Customer"). These Terms of Use govern only your own access to and use of the Services as a person authorized by Customer to access and use the Services (an "Authorized User"). Provider has no direct relationship with, and no obligation or liability to, Customer's clients, customers, or other end users, and any access by those persons to a configurator or other output that Customer deploys is governed by Customer's own terms of use and privacy policy and not by these Terms of Use.

BY CLICKING THE "SIGNUP" OR "ACCEPT" BUTTON, OR BY ACCESSING THE SERVICES THROUGH AN API KEY, ACCESS TOKEN, OR OTHER CREDENTIAL ISSUED TO YOU, YOU: (1) REPRESENT THAT YOU ARE DULY AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SERVICES; AND (2) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "SIGNUP" OR "ACCEPT" BUTTON AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO PROVIDER'S PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE AND MAY BE FOUND AT CONFIGURATOR-PLATFORM.IMAGINE.IO/PRIVACY-POLICY. YOU FURTHER ACKNOWLEDGE THAT THE SERVICES MAY UTILIZE THIRD-PARTY AI SERVICES AND THAT YOUR USE OF SUCH FEATURES IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE THIRD-PARTY AI SERVICE PROVIDERS.

1) License Grant

Subject to your strict compliance with these Terms of Use, Provider hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services solely in accordance with the Documentation and solely through interfaces and functionality that Provider has documented and made generally available, as accessed by your computer, smartphone, or other web access device, or programmatically through an application programming interface or software development kit made available by Provider. No standard set out in Documentation applies to you,

and no Documentation imposes an obligation on you, unless and until Provider has made that Documentation available to you, including by posting it on Provider's website, help center, or within the Services, or by delivering or otherwise making it accessible to you or Customer. In the event of a conflict between these Terms of Use and the Master Terms, the Master Terms control. An applicable product-specific SDK, API, repository, or Sample Asset license controls these Terms of Use solely with respect to the specific software, repository, or asset it covers, except where the Master Terms or an applicable Order expressly provides otherwise. Nothing in these Terms of Use expands or reduces Customer's rights or obligations under the Master Terms.

The foregoing license will terminate automatically and immediately upon the earlier of:

a.) The expiration or earlier termination of the Master Terms between Provider and Customer; or

b.) You ceasing to be authorized by Customer to use the Services for any or no reason.

2) Use Restrictions

Except as expressly permitted by the imagine.io SDK and API Terms or by the license terms accompanying the imagine.io Configurator SDK, the imagine.io API, or any imagine.io example or sample repository, you shall not directly or indirectly:

a.) Use the Services or Documentation except as set forth in Section 1.

b.) Copy the Services or Documentation, in whole or in part.

c.) Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof.

d.) Combine the Services or any part thereof with, or incorporate the Services or any part thereof in, any other programs, except as expressly permitted under the imagine.io SDK and API Terms referenced in this Section 2.

e.) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof.

f.) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Services or Documentation, including any copy thereof.

g.) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Customer, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service. Without limiting the foregoing, you shall not disclose, deliver, sublicense, publish, or transfer any Provider repository, SDK source code, configurator source code, starter code, template, development tool, or other non-public Provider source materials to any client, customer,

affiliate, contractor, or other third party. Customer may provide compiled or hosted output and Customer-authored configuration files only as permitted under the Master Terms. Any source-code delivery right must be expressly stated in a signed Enterprise Agreement.

h.) Use the Services or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environment or systems, including:

- Power generation systems.
- Aircraft navigation or communication systems, air traffic control systems, or any other transport management systems.
- Safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and
- Military or aerospace applications, weapons systems, or environments.

i.) Use the Services or Documentation in violation of any law, regulation, or rule.

j.) Use the Services or Documentation for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to Provider's commercial disadvantage.

k.) Use any software, script, robot, spider, or other automatic device, process, or means (including crawlers, browser plugins, add-ons, or any other technology) to access the Services without authorization, including, without limitation, scraping or otherwise copying any of the data or content made available or produced using the Services or to train or operate any software or service to the extent that it incorporates a large language model, foundation model, deep machine learning, generative artificial intelligence, or any other process of a nature commonly referred to as artificial intelligence.

3) Authorized User Responsibilities

a.) Account registration may require you to provide information such as your name, business email address, job title, organization, account identifiers, and other information reasonably necessary to establish and administer your account. You agree to provide accurate, complete, and current information and to update it when necessary. Provider will process this information in accordance with its Privacy Policy.

b.) You are responsible for all activity that occurs under your account, and you agree to always maintain the security and secrecy of your account username and password. Please notify Provider at cs@imagine.io immediately if you become aware of any unauthorized use of your account.

c.) You understand and acknowledge that the Internet may experience interruptions in service or events that are beyond the control of Provider, and Provider shall not be responsible for any data

lost while transmitting information over the Internet or any security breach occurring during such transmission that is not caused by Provider's gross negligence or willful misconduct.

d.) When the Services provide storage, Provider recommends that you also back up your content elsewhere regularly. Provider may create reasonable technical limits on file size, storage space, processing capacity, and other technical limits. Provider may suspend your access to the Services until you are within the storage space limit associated with your account.

e.) You undertake, without limitation, not to use or permit anyone else to use the Services:

- To upload, send, or receive any information for which you have not obtained all necessary licenses and/or approvals (from Provider or third parties), or which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of any country or infringe the rights of any third party in any country in the world.
- To upload, send, or receive any material that is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, malicious software, harmful data, or anything else that may interrupt, interfere with, corrupt, or otherwise cause loss, damage, destruction, or limitation to the functionality of any software or computer equipment).
- To intercept or attempt to intercept any communications transmitted by way of a telecommunication system (A) for a purpose other than that for which we have designed them or intended them to be used; (B) for any fraudulent purposes; or (C) in any way that is calculated to incite hatred against any ethnic, religious, or any other minority or is otherwise calculated to adversely affect any individual, group, or entity.
- To upload, send, or receive any material, including User Content, which is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, sexist, homophobic, transphobic, infringing, pornographic, violent, misleading, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory or of a libelous nature concerning any person or entity, in contempt of court or in breach of confidence, or which infringes the rights of another person or entity, including copyrights, trademarks, trade secrets, patents, rights of personality, publicity, or privacy or any other third-party rights.

f.) The following uses of the Services are expressly prohibited, and you undertake not to do (or to permit anyone else to do) any of the following:

- Resell the Services.
- Furnish false data, including false names, addresses, contact details, and fraudulent use of credit/debit card numbers.

- Attempt to circumvent Provider's security or network, including accessing data not intended for you, logging into a server or account you are not expressly authorized to access, or probing the security of other networks (such as running a port scan).
- Access the Services in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large burden on Provider's infrastructure or that otherwise interrupts or interferes with its functionality, efficiency, or operation.
- Send malicious emails, including flooding a user or site with very large or numerous emails.
- Enter fraudulent interactions or transactions with Provider, which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party, or are pretending to be a third party.
- Engage in any unlawful or criminal activity in connection with the use of the Services.
- Copy or use any other user's content for any personal or commercial purposes.

g.) Any conduct by you that, in Provider's sole discretion, is in breach of the Master Terms, to the extent those terms have been made available to you, or these Terms of Use, or which restricts or inhibits any other user from using or enjoying the Services is strictly prohibited. You shall not use the Services to advertise or perform any commercial, religious, political, or non-commercial solicitation, including, but not limited to, the solicitation of users of the Services to become users of other online or offline services directly or indirectly competitive or potentially competitive with Provider.

h.) Provider reserves the right to prevent you from using the Services (or any part thereof) if your conduct is suspected of being in violation of, or is found to be in contravention of, the Master Terms or these Terms of Use.

4) Collection and Use of Information

a.) Provider may, directly or indirectly through the services of others, collect and store information regarding the use of the Services and about equipment on which the Services are installed or through which they are otherwise accessed and used, by (i) providing maintenance and support services and (ii) implementing security measures included in the Services.

b.) You agree that Provider may use such information for any purpose related to any use of the Services by you, including but not limited to: (i) improving the performance of the Services or developing updates; (ii) verifying compliance with the terms of the Master Terms and these Terms of Use; (iii) enforcing Provider's rights, including all intellectual property rights in and to the Services; and (iv) configuring, integrating, and operationally tuning Third-Party AI Services integrated into the Services, subject to applicable data protection laws and the limitations set forth in Provider's Privacy Policy. Except to the extent Customer has opted out in accordance with Section 7(c), Provider may

use your User Content to train, fine-tune, and otherwise develop Provider's own artificial intelligence and machine learning models, as further provided in Section 7(c).

5) Intellectual Property Rights

You acknowledge that the Services and illustrations, graphics, photographic images, drawings, designs, renderings, information, and other content of any type that is owned or licensed by Provider and in any visual or digital format that is made available in public libraries for use of the Services (the "Library Content") are provided under license, and not sold, to you. Provider reserves and shall retain its entire right, title, and interest in and to the Services and the Library Content and all intellectual property rights arising out of or relating to the Services and the Library Content.

6) Sharing Your Content

The Services may allow you to share User Content or Generated Output with other Authorized Users or through a shareable link, embed, export, or other feature. You are responsible for confirming that you are authorized to share the content and for selecting appropriate recipients and access settings. Sharing content does not, by itself, transfer ownership or grant another person rights to use, modify, reproduce, or redistribute that content except to the extent expressly authorized by Customer or by the applicable sharing feature. You shall not make content public if it contains Confidential Information, Personal Information, restricted pricing or catalog information, or other material that you or Customer are not authorized to disclose.

7) User Content and AI-Generated Outputs

a.) Definitions. As used in these Terms of Use, "User Content" means any images, photographs, reference or "inspiration" materials, prompts, text, data, metadata, or other content or materials that you upload, submit, or otherwise provide to or through the Services, and "Generated Output" means any image, rendering, three-dimensional model or asset, or other output created by or through the Services (including through Third-Party AI Services) based in whole or in part on User Content or on prompts or instructions provided by you. "Provider Content" means any content, materials, data, software, documentation, images, models, assets, or other materials made available by Provider through or in connection with the Services, excluding User Content and Generated Output. As between Provider and you, ownership of Generated Output is determined under the Master Terms between Provider and Customer; nothing in these Terms of Use transfers to you any ownership interest in Provider Content, Library Content, or the Services.

b.) Your Representations and Warranties. You represent and warrant that you own or have obtained all rights, licenses, consents, and permissions necessary to upload, submit, and use the User Content in connection with the Services and to grant the rights granted to Provider under these Terms of Use, and that the User Content, and Provider's use thereof as permitted hereunder, do not and will not infringe, misappropriate, or otherwise violate any copyright, trademark, patent, trade secret, right of publicity, right of privacy, or other intellectual property or proprietary right of any third party, or violate any applicable law, regulation, or rule.

c.) License to Provider. You hereby grant Provider a non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable (including to Provider's service providers and Third-Party AI Services providers) license to host, store, reproduce, modify, process, analyze, display, and otherwise use the User Content as necessary or useful to: (i) operate, provide, maintain, and improve the Services; (ii) create and deliver Generated Outputs at your direction; (iii) maintain the records described in Section 7(g); (iv) comply with applicable law and enforce these Terms of Use; (v) develop, adapt, modify, enhance, and improve the Services, subject to Section 4(b) and Provider's Privacy Policy; and (vi) train, fine-tune, and otherwise develop Provider's own artificial intelligence and machine learning models. Provider shall not use, and shall not permit any service provider, Third-Party AI Services provider, or other third party to use, any User Content to train, fine-tune, or otherwise develop any artificial intelligence or machine learning model. Customer may opt out of Provider's use of User Content for the model-training purposes described in clause (vi) by notifying Provider in accordance with the Master Terms or through any opt-out mechanism Provider makes available; upon such opt-out, Provider will cease using User Content associated with Customer for those purposes on a going-forward basis, and such opt-out will not require Provider to retrain, alter, or delete any model already trained. The license granted in clauses (iii), (iv), (v), and (vi) of this Section 7(c) shall survive any termination or expiration of these Terms of Use or the Master Terms; provided that the license granted in clauses (v) and (vi) shall, following such termination or expiration, apply only to aggregated, de-identified, or anonymized data derived from User Content from which you and Customer are not identifiable.

d.) Your Responsibilities. You are solely responsible for the User Content and for your use, distribution, and exploitation of any Generated Output, including compliance with all applicable copyright, trademark, patent, trade secret, right of publicity, right of privacy, and other intellectual property and proprietary rights laws. You shall not upload, submit, or provide any User Content that infringes, misappropriates, or otherwise violates the rights of any third party, and you shall not use the Services, including any AI-enabled feature, to attempt to replicate, reproduce, or create a substantially similar version of any specific copyrighted work, branded or designer product, or other material protected by third-party intellectual property rights without all necessary rights and permissions.

e.) No Warranty Regarding Generated Outputs; Clearance. You acknowledge that Generated Outputs may constitute derivative works of, or otherwise embody protectable elements of, User Content or other source materials. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT ANY GENERATED OUTPUT IS ORIGINAL OR IS FREE OF, OR WILL NOT BE SUBJECT TO, THIRD-PARTY CLAIMS OF COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF RIGHTS OF PUBLICITY OR PRIVACY. You are solely responsible for conducting any review, search, or clearance, and for obtaining any license, consent, or permission required before any commercial use or exploitation of any Generated Output. The foregoing applies equally to Provider Content and to any sample, demonstration, or library asset made available through the Services, and to any Generated Output incorporating or derived from it.

f.) Removal and Suspension. Provider reserves the right (but has no obligation) to review, screen, remove, or disable access to any User Content or Generated Output at any time and without notice, and to suspend or terminate your access to the Services, if Provider believes, in its sole discretion, that any User Content or Generated Output infringes, misappropriates, or otherwise violates the rights of any third party or these Terms of Use.

g.) Records. You acknowledge and agree that Provider may retain copies of User Content, associated metadata, ownership and license classifications and declarations, prompts, and Generated Outputs for a commercially reasonable retention period for recordkeeping, audit, compliance, and dispute-resolution purposes, in accordance with Provider's Privacy Policy.

h.) Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Provider and the other Provider Parties (as defined in Section 9), and their respective licensors and service providers, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (i) the User Content or Provider's use thereof as permitted under these Terms of Use; (ii) your use, distribution, or exploitation of any Generated Output; (iii) your breach of this Section 7; or (iv) your breach of Section 2 (Use Restrictions) or Section 10 (Export Regulation). This indemnification obligation shall survive any termination or expiration of these Terms of Use.

i.) Prohibited Personal Information. "Personal Information" has the meaning given in Provider's Privacy Policy. You shall not upload, submit, or otherwise provide through the Services: (A) 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 to process a payment), government-issued identification numbers, or information revealing racial or ethnic origin, religious belief, or sexual orientation; (B) Personal Information of a child under 16; or (C) Personal Information for which you or Customer lack a lawful basis and all necessary rights, consents, and permissions. This Section 7(i) applies in addition to, and does not limit, the corresponding restriction in the Master Terms.

8) Copyright Infringement Claims; DMCA Policy

a.) Provider respects the intellectual property rights of others and responds to notifications of claimed copyright infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DMCA").

b.) Notification of Claimed Infringement. If you believe that any content available on or through the Services infringes a copyright that you own or control, you may submit a written notification to Provider's designated agent identified below. To be effective under the DMCA, your notification must include substantially the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material claimed to be infringing and information reasonably sufficient to permit Provider to locate the material; (iv) your contact information, including your address, telephone number, and email address; (v) a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by

the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

c.) Designated Agent. Provider's designated agent for receipt of DMCA notifications is: Name: Rajat Kapoor, Address: Live Furnish, Inc., 1943 Mexia Dr., Round Rock, TX 78664, Telephone: +1 (737) 302-5252, Email: finance@imagine.io.

d.) Counter-Notification. If material that you posted was removed or access to it was disabled pursuant to this Section and you believe the material was removed or disabled as a result of mistake or misidentification, you may submit a written counter-notification to Provider's designated agent that includes substantially the following: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if your address is outside of the United States, any judicial district in which Provider may be found) and that you will accept service of process from the person who provided the original notification or an agent of such person. Provider may restore the removed material in accordance with the DMCA unless the original complaining party notifies Provider that it has filed an action seeking a court order against the alleged infringer.

e.) Repeat Infringers. Provider will, in appropriate circumstances, terminate the accounts of, or access rights held by, users who are determined by Provider to be repeat infringers.

f.) Misrepresentations. Please note that, under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake or misidentification, may be subject to liability for damages, including costs and attorneys' fees.

9) Disclaimer of Liability

The Services and their content are provided by Provider on an "as is" basis. Provider makes no representations or warranties of any kind, express or implied, as to the operation of the Services or the information, content, materials, or products included on the Services. Provider, to the full extent permissible by applicable law, disclaims all warranties, express or implied. Provider will not be liable for any damages of any kind arising from the use of the Services, including but not limited to indirect, incidental, special, exemplary, punitive, and consequential damages, or any damages resulting from reliance on the content or information provided (including AI-generated content), loss of profits, lost data, or loss of use, even if advised of the possibility of such damages in advance. The disclaimers and exclusions in this Section 9 are made by and for the benefit of Provider and its affiliates and their respective officers, directors, employees, and agents (collectively, the "Provider Parties"). The exclusion of indirect, incidental, punitive, and consequential damages in this Section 9

applies regardless of the legal theory on which the claim is based, whether contract, tort, strict liability, or otherwise. All product specifications are subject to change without notice.

IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES. YOU ARE PROVIDED THE SERVICES PURSUANT TO THE MASTER TERMS BETWEEN PROVIDER AND CUSTOMER, SOLELY FOR THE BENEFIT OF CUSTOMER AND AT CUSTOMER'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT, INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY PROVIDER OR ITS LICENSORS OR SERVICE PROVIDERS MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICES SHALL BE SOLELY TO CUSTOMER PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN. THE FOREGOING APPLIES EQUALLY TO EACH OF THE PROVIDER PARTIES, AND ALL PROVIDER PARTIES ARE SUBJECT TO A SINGLE AGGREGATE LIMITATION OF LIABILITY AS SET FORTH IN THE MASTER TERMS.

10) Export Regulation

The Services may be subject to United States export control laws, including the Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services or Documentation accessible from any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. 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 available outside the United States.

11) Third-Party AI Provider Disclosure

The Services may incorporate and utilize artificial intelligence technology provided by third-party providers, which may include large language models, machine learning services, and related application programming interfaces (collectively, "Third-Party AI Services"). Provider shall maintain a current list of Third-Party AI Services providers and make such list available to you upon request. By using the Services, you acknowledge and agree that: (a) to the extent Third-Party AI Services are used, information you submit and certain data may be processed by those Third-Party AI Services in accordance with the applicable provider's terms of service and privacy policies, and Provider may add, remove, or change Third-Party AI Services providers at any time without prior notice to you, subject to Provider's obligations to Customer under the Master Terms, provided that, upon Customer's request, Provider will disable the AI-enabled features of the Services for the applicable account; (b) certain features of the Services rely on Third-Party AI Services, and any limitation, outage, or change to a Third-Party AI Service may affect the availability or performance of those features; and (c) the applicable third-party AI provider is a third-party beneficiary with respect to your use of such Third-Party AI Services through the Services solely to the extent, and with respect to the specific provisions, required by that provider's terms of service, with the right to enforce only those identified provisions directly against you. You agree to comply with Provider's AI Acceptable Use Policy set out in the Master Terms and with the applicable third-party AI provider's acceptable use policies in connection with your use of such Third-Party AI Services through the Services.

Provider's use of Third-Party AI Services is subject to each provider's terms. Provider has represented to Customer under the Master Terms that: (i) to Provider's knowledge, it has obtained all necessary rights and licenses to integrate Third-Party AI Services into the Services; (ii) to Provider's knowledge, its use of Third-Party AI Services does not violate any applicable laws or third-party rights; and (iii) it will use commercially reasonable efforts to select Third-Party AI Services providers that maintain industry-standard security practices. You acknowledge that your data may be transmitted to and processed by third-party servers, which may be located outside the United States. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL LIABILITY FOR ANY ACTS, OMISSIONS, OR PERFORMANCE OF THIRD-PARTY AI SERVICES, INCLUDING BUT NOT LIMITED TO ANY DATA BREACHES, SECURITY INCIDENTS, INACCURACIES IN AI-GENERATED CONTENT, OR SERVICE INTERRUPTIONS RELATED TO THIRD-PARTY AI SERVICES.

12) Governing Law

These Terms of Use are 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 (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Subject to the arbitration provisions of this Section 12, any legal suit, action, or proceeding arising out of or relating to these Terms of Use shall 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 and waives any objection based on venue or inconvenient forum.

Any dispute, claim, or controversy arising out of or relating to these Terms of Use or your use of the Services shall be determined by 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 foregoing does not apply to, and either party may seek injunctive or other equitable relief in the courts identified above with respect to, any actual or threatened infringement, misappropriation, or violation of intellectual property rights or breach of confidentiality obligations, and either party may bring an individual claim in small claims court. The prevailing party in any arbitration or court proceeding arising out of or relating to these Terms of Use shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

You and Provider each waive any right to bring or participate in a class, collective, consolidated, or representative action, and the claims of more than one Authorized User may not be arbitrated or consolidated together. Notwithstanding the preceding sentence, the validity and enforceability of this class action waiver shall be determined by a court of competent jurisdiction and not by the arbitrator.

13) Changes to These Terms of Use

Provider may modify these Terms of Use from time to time. Provider will post the revised Terms of Use and update the "Last Modified" date above. Modifications take effect on the date stated in any notice or, where no notice is required, on posting. Your continued access to or use of the Services

after a modification takes effect constitutes acceptance of the revised Terms of Use. If you do not agree to a modification, you must stop accessing and using the Services.

14) Configurator Platform and SDK

a.) Scope. This Section 14 applies to your access to and use of Provider's configurator platform, including any software development kit, application programming interface, shareable configurator link, or embedded configurator made available by Provider (collectively, the "Configurator Platform"). This Section 14 supplements and does not limit the other provisions of these Terms of Use. Nothing in this Section 14 grants you any right, entitlement, or remedy against Provider, and the rights of Customer with respect to the Configurator Platform are governed solely by the Master Terms.

b.) Plan Restrictions; Output Markings. If Customer's access to the Configurator Platform is provided under a free or no-cost plan (a "Free Plan"), you may use the Configurator Platform and any Generated Output produced under that plan solely for internal evaluation, development, and testing purposes, and not for any commercial or production use. You shall not use the Configurator Platform or any Generated Output produced under a Free Plan in any commercial, customer-facing, promotional, or revenue-generating manner. You shall not remove, crop, obscure, alter, or otherwise circumvent any watermark, attribution, or other marking that Provider applies to any Generated Output, and you shall not use any tool, process, or service to do so.

c.) Credentials and Access Tokens. You are responsible for all use of the Configurator Platform occurring under any credential issued to you or made available to you, including any API key, access token, session token, or configurator link. You acknowledge that a credential designated by Provider for use in a browser or other client-side environment is not confidential and may be readable by any person with access to the deployed page. Where Provider designates a credential for client-side use, you may use it in that manner, provided that you use only credentials so designated, keep the credential's scope limited to what your use requires, monitor its use, and promptly request rotation if you believe it has been misused or exposed. You shall not embed, transmit, or otherwise expose in any browser or other client-side environment any administrative credential or any credential that Provider designates for server-side use only, and for any publicly accessible deployment you shall use a short-lived session token or a scoped configurator link where Provider makes one available. You shall promptly notify Provider if you become aware of any actual or suspected compromise, loss, or unauthorized use of any credential.

d.) Sharing Links and Embedded Configurators. You acknowledge that a shareable configurator link or embed token authenticates by itself: any person who obtains the link or token may access the configurator and the associated project, catalog, and pricing information without any further credential, whether or not that person is an Authorized User. You are solely responsible for deciding whether and with whom to share any such link or token, for limiting the domains on which an embedded configurator is permitted to load, and for promptly revoking any link or token that should no longer be active. You shall not share a link or token in any manner that discloses information you are not authorized to disclose.

e.) AI-Enabled Features; Review of Output. Certain features of the Configurator Platform, including conversational assistance and generation of images, renderings, and related documents, are AI-enabled and may be provided using Third-Party AI Services. AI-enabled features may produce output that is inaccurate, incomplete, outdated, or unsuitable for your intended use, including with respect to dimensions, materials, availability, pricing, and bill-of-materials or quotation content. You shall review and verify any Generated Output before relying on it, presenting it to any customer or other third party, or using it for any commercial, promotional, or transactional purpose, and you shall not present any Generated Output as a warranty, specification, or binding quotation unless you have independently confirmed its accuracy. You shall not use any AI-enabled feature to generate, and shall not distribute, any output that is unlawful, that infringes or misappropriates the rights of any third party, or that is designed or reasonably likely to deceive, including output that misrepresents a product, its origin, its price, or its specifications, or that falsely depicts a real person, brand, or property.

f.) Sample and Demonstration Assets. Any 3D model, geometry, texture, material, image, scene data, or other asset that Provider makes available with the imagine.io Configurator SDK, in any Provider code repository, or otherwise for demonstration, evaluation, or testing ("Sample Assets"), is provided for evaluation and demonstration purposes only. Your permitted use of the Sample Assets, and of any Generated Output depicting a Sample Asset, is non-commercial at all times and does not expand by reason of any paid plan, subscription, or other entitlement. No Sample Asset, and no Generated Output depicting a Sample Asset, may be used for any commercial or production purpose, whether or not Customer maintains an active paid subscription to the Services. The restrictions in this Section 14(f) apply to all Sample Assets whether or not any separate license terms are delivered with or alongside them, and where Provider makes separate license terms applicable to a Sample Asset available by any means, including by accompanying the asset, by publishing them at a location Provider identifies, or by reference in Documentation, those terms govern your use of that asset and control over this Section 14(f) to the extent more restrictive. You shall not use any Sample Asset, or any Generated Output depicting a Sample Asset, in any commercial, customer-facing, or published context, including any sales demonstration to a prospective customer, pitch deck, or marketing or promotional material; shall not redistribute, sublicense, or otherwise make any Sample Asset available to any third party; and shall not use any Sample Asset to train, fine-tune, or otherwise develop any machine learning or artificial intelligence model. You shall not modify or create derivative works of any Sample Asset, including by editing, retopologizing, re-texturing, re-rigging, re-scaling, recoloring, decimating, converting format, or extracting any part of it; the sole exception is format conversion performed automatically by Provider's own import tooling in the course of a normal catalog import. The furniture, finishes, and environments depicted in the Sample Assets are intended to be original designs and are not reproductions of any manufacturer's products. This statement describes the origin of the Sample Assets only; it is not a representation or warranty of any kind, and Provider's disclaimer of warranties in Section 9 applies to it. Provider may modify or withdraw any Sample Asset at any time. Section 7(e) applies to Sample Assets and to any Generated Output incorporating or derived from them.