



## INSPI, INC. / INNERSENSE, INC.

### Terms and Conditions of Service

Welcome to Innersense, Inc. / INSPI Inc. (“**Innersense**”, “**INSPI**”, or “**we**”). Innersense makes available its proprietary three-dimensional modeling (“**3DM**”), augmented reality technology (“**A.R.**”) and database of virtual images (“**Pictures**”) to architecture and design professionals and other users (each a “**Client**” or “**you**”). Clients may access Innersense’s 3DM and related technology (“**Technology**”) and services (“**Services**”) via the Innersense website (the “**Website**”), mobile application for smartphones and tablets (“**App**”), or by other arrangement with Innersense.

These Terms and Conditions of Service (these “**Terms**”) govern the use of Innersense Inc.’s Technology and **Services** by Client. These Terms constitute a binding agreement between Innersense and you. Please indicate your acceptance of these Terms by clicking “Accept”.

#### **1. SERVICES; SOFTWARE LICENSE**

1.1 Services. Among other Services, Innersense provides Clients with three-dimensional digitalization of Client Content (as defined below). Innersense’s 3DM Software (“**Software**”) can be used with smartphones, touch-screen tablets, non-touch screen tablets, and computers. The Software can also be integrated into Client’s website or other third party websites. The Software can be linked to other software solutions in order to create an integrated solutions. The Software permits the Client or other user to create three-dimensional models based on two-dimensional objects such as photographs, plans, or other elements provided by the Client (“**Client Content**”). Innersense’s three-dimensional rendering can display different textures or other features. The 3DM can be used to produce augmented reality or a virtual three-dimensional environments, and to produce further photo-realistic renderings (“**Pictures**”).

1.2 Software License. Innersense grants Client, and Client accepts, a non-exclusive, non-transferable, license to install, store, operate and/or use the Software solely in accordance with these Terms. Client shall not challenge the validity of, or attempt to create any derivative works from any Services. Client acknowledges that it has no proprietary rights in any Innersense brand names, trade names, trade dress or any trademarks, or any copyrighted content, or any other intellectual property belonging to or licensed by Innersense in the course of providing the Services (collectively, “**Innersense IP**”), and Client shall not challenge Innersense’ proprietary rights in or to any of the Innersense IP. Client acknowledges that except as expressly provided in these Terms, all uses of Services, and all goodwill associated therewith, shall inure solely to the benefit of Innersense. The license granted herein shall be revoked upon termination of these Terms.



## 2. Acceptable use of the Software, Website and Mobile App

The following terms define the acceptable use of the Innersense's Software, Technology, Services, Website, and Mobile App, and the content available therein. Client agrees to abide by all applicable laws. Client will refrain from:

- Breaching these Terms or any other applicable Website or Mobile App rules and instructions;
- Interfering with, burdening or disrupting the functionality of the Website or Mobile App;
- Breaching the security of the Website or Mobile App or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation, or functionality of the Website or Mobile App, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website or Mobile App;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Website or Mobile App;
- Displaying the Website or Mobile App or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website, independently from the web or app pages on which they originally appear;
- Displaying content from the Website or Mobile App, including by any software, feature, gadget or communication protocol, which may alter the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of the Website or Mobile App; and
- Violating any applicable local, state, federal or other national law, statute, ordinance, rule or regulation.

Client may not access or use the Website or Mobile App in order to develop or create similar or competitive products.

## 3. Submission of Personally Identifiable Information

The Website and Mobile App provide information about the Innersense's 3DM, A.R., Pictures and other technology, as well as Innersense's business and activities. The Website and Mobile App the Website allow Client to submit Client's contact details in order to contact Innersense or to receive future information and updates about the Innersense's products and activities. Innersense will not sell or share Client's contact information with any third party without Client's prior consent.

## 4. Innersense's Intellectual Property Rights

4.1 Ownership. Except as expressly licensed below, all aspects of intellectual property rights of every sort in or in connection with the Technology, Software, Website, Mobile App, and Services are owned solely by Innersense. The intellectual property rights associated with the Website and Mobile App, including copyrights, trademarks, trade names, patents, trade secrets, work



methods and processes, and any other right, are the sole property of Innersense, or its third party licensors. These rights apply, among others, to information, articles, images, content, graphic design, data and its processing, domain name, the Website's and Mobile App's "look and feel", computer code and any other detail concerning its operation.

4.2 Restrictions on Copying. Other than as expressly permitted under these Terms, Client may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of any material that is subject to Innersense's proprietary rights, including computer code, graphic design, layout, user interfaces, and reports, in any way or by any means, including, but not limited to by electronic, mechanical or optical means.

4.3 Trademark Rights. Innersense retains all trademark or service mark rights in the Services, and all applicable marks and logos, whether registered or not. Client may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of these marks and logos. Client may not dilute or tarnish the goodwill of Innersense or its marks and logos.

## 5. Client's Intellectual Property Rights

5.1 Ownership of Client Content. Client represents, warrants and covenants that: (1) Client is the owner of all rights in and title to all Client Content, or that Client is legally authorized or licensed by the owner of such content to use the content under these Terms; (2) Client is entitled to grant Innersense a license to use the Client Content as contemplated by these Terms; (3) the Client Content will not breach any duty toward or infringe any rights of any person or entity including, without limitation, intellectual property rights, the right of publicity, the right to privacy, or rights or duties under consumer protection, product liability, tort, or contract theories, or constitute libel, slander or defamation, or include material which is obscene, pornographic, or adult-oriented, or which is otherwise in violation of applicable law. As between Client and Innersense, all Client Content, including without limitation text, images, multimedia files, and other assets and shall remain Client's exclusive property.

5.2 License to Client Content. Client grants to Innersense an unrestricted, non-exclusive, royalty-free, irrevocable, transferable, worldwide license to use, copy, modify, prepare derivative works from, distribute, publicly display and process the Client Content, or any part of it, in connection with the Innersense Services, Website and Mobile App. Upon agreement with Client, Innersense will include a written attribution of the Client Content to Client on the Website and Mobile App.

## 6. Order, Price and Payment Terms

6.1 Innersense will commence performance of Services after Client and Innersense have agreed in writing on the scope of Services and fees. Innersense will present a proposal, order form or other statement to Client for its approval ("**Order**"). Such presentation may be made via the Innersense Website or Mobile App platform. Innersense and Client agree that a digital signature,



agreement by e-mail (with confirmation of receipt), or agreement by other electronic means is valid and binding.

6.2 Client shall pay the Innersense fees in accordance with the Order. Unless otherwise agreed to in the Order, Innersense 50% of the fees for the Services will be due upon execution of the Order. The balance will be due within thirty days from the last day of the month in which Services are performed, unless the parties agree otherwise in the Order. Innersense may apply a monthly delinquency charge on amounts not paid within thirty (30) days of the date of Client's receipt of the invoice, which charge shall be equal to one and one-half percent (1.5%) of any unpaid amount.

6.3 If Client modifies an Order, Innersense will adjust its fees accordingly.

6.4 If the Client cancels the Order after Innersense's acceptance of the Order, but at least forty-five (45) days prior to the scheduled date of Services, Innersense will credit the Client's account with the amount of the Fees due for such Order. Client may apply such fees to future Services.

## 7. Disclaimer of Warranty; Limitation of Liability

Except for Services identified as AS-IS in an applicable Order, Innersense warrants that it shall provide the Services in a diligent and workmanlike manner. Client acknowledges that the Services interact with web environments outside Innersense's control. INNERSENSE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES CAUSED BY ERRORS, OMISSIONS, OR DELAYS THAT WERE NOT CAUSED BY INNERSENSE' NEGLIGENT OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNLESS SUCH DAMAGES ARE THE RESULT OF A BREACH OF CONFIDENTIALITY OR DATA PRIVACY RIGHTS.

EXCEPT FOR THE INDEMNIFICATION PROVISIONS HEREIN, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING UNDER THESE TERMS AND SERVICES PERFORMED HEREUNDER EXCEED THE TOTAL CHARGES PAID TO INNERSENSE DURING THE TERM, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS, OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

INNERSENSE DOES NOT WARRANT OR GUARANTEE ANY OUTCOME FROM THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, THE IMPACT OF USING THE SERVICE ON CLIENT REVENUE.

## 8. Indemnification

Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party (the "**Indemnified Party**") from and against any and all claims, liabilities, costs, damages and expenses, including attorney's fees and accrued costs, incurred by the Indemnified Party in connection with or arising from (a) any breach by the Indemnifying Party of any of its representations, warranties or covenants contained in these Terms including, but not limited to, any third party claim of violation or infringement of such third party's intellectual property or other rights.

## 9. Applicable Law and Jurisdiction

These Terms and Client's use of the Website, Mobile App, Technology, Software and Services will be exclusively governed by and construed in accordance with the laws of the State of New York,



excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of New York.

The state and federal courts located in the New York County, New York State will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Website and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and us, each, hereby expressly consent to personal jurisdiction in New York and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

## 10. Links

The Website may contain links to content published on other websites provided by third parties. We do not operate or monitor these websites and content. You may find such websites or the information and content posted there not compatible with your requirements or objectionable. By linking to a certain website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third party websites or content, or their availability, or for any transactions or dealings made between you and such third party websites.

## 11. Privacy

Innersense respects your privacy. The Website's privacy policy is available at [www.inspi3d.com](http://www.inspi3d.com). It forms an integral part of these Terms.

## 12. General Provisions

12.1 Export Laws. Client may not access, download, use or export any content in violation of United States export laws or regulations, or in violation of any other applicable laws or regulations. Client agrees to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required.

12.2 Assignment. Client may not assign these Terms without the prior written consent of Innersense. Innersense may assign these Terms in connection with the transfer of all or a substantial part of Innersense's assets.

12.3 Severability. If any provision of these Terms is deemed unenforceable, the remainder of these Terms will remain in full force and effect.

You may contact Innersense by using the 'Contact Us' form available on our Website [www.inspi3d.com](http://www.inspi3d.com). To complete our online form, we will ask you to provide us with certain contact information. Bear in mind that false, incorrect or outdated information may impair our ability to contact you.

Last Updated: February 2021