

GIRAFFE360 TERMS OF SERVICE

US version

1. INTRODUCTION

Giraffe360 offers a service that:

- (a) allows users to collect data relating to real estate properties using Giraffe360 camera equipment (such data may include a still image (the **“Still”**) and a 360 degree, or panorama, scan (the **“Scan”**), each such Still or Scan being a **“Capture Asset”**);
- (b) processes such Capture Assets through a cloud-based production service to create photos, virtual tours, floorplans, videos and other high-quality visual content (collectively, the **“Giraffe360 Content”**); and
- (c) makes such Giraffe360 Content available to Clients to view, download and manage through a content management platform that Giraffe360 makes available as a service at dashboard.giraffe360.com (the **“Dashboard”**),

(collectively, the **“Giraffe360 Service”**).

This Agreement (including the Order Form or any order placed via the Giraffe360 website or Dashboard, the Data Processing Agreement, these Terms of Service, and any other applicable Giraffe360 policies) sets forth the terms and conditions for your use of the Giraffe360 Service, Giraffe360's Camera Unit and Giraffe360 Content, and any application or functionality Giraffe360 makes available through the Giraffe360 Service.

By signing an Order Form or placing an order on the Giraffe360 website or Dashboard, you agree to and accept these Terms of Service and the Order Form.

2. INFORMATION ABOUT GIRAFFE360

The Giraffe360 Service is provided by Giraffe360, Inc., a Delaware Corporation, 252 NW 29th St 9th Floor, Miami, FL 33127 (**“Giraffe360”**).

3. INTERPRETATION

- 3.1. In these Terms of Service, except where the context expressly requires otherwise, the following terms shall have the following meanings:

“Add-On Subscription” means subscription of add-on features specified in the Order Form, on the Giraffe360 website, or in the Dashboard;

“Add-On Subscription Fee” means the amount set out in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard relating to the Add-On Subscription;

“Agreement” means the agreement between the Client and Giraffe360, comprised of the Order Form or the order placed through the Giraffe360 website or Dashboard and the Terms of Service, for the provision of the Giraffe360 Service;

“Billing Period” means the period specified in the Order Form, on the Giraffe360 website or Dashboard;

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“Camera Subscription” means subscription to Camera Unit;

“Camera Subscription Fee” means the amount set out in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard relating to the Camera Subscription;

“Camera Unit” means the digital camera and equipment that Giraffe360 makes available for the capturing of Capture Assets, including but not limited to the tripod, cables, carrying bag and other accessories;

“Capture Asset” has the meaning specified in the Introduction;

“Capture Session” means the period of time commencing on the activation of the camera and until the next deactivation of camera;

“Change Plan” has the meaning specified in Section 9.2;

“Change Request” has the meaning specified in Section 9.1;

“Client” or **“you”** means the person identified on the Order Form or when placing an order on Giraffe360 website or Dashboard;

“Client Account” means an account with an ID and password that the Client uses to access the Dashboard;

“Client Data” means the Giraffe360 Content and any other content or data that the Client makes available to Giraffe360 and that is hosted by Giraffe360 in connection with the provision of the Giraffe360 Service;

“Confidential Information” means information which is identified as confidential or proprietary by either party, or that would be considered confidential or proprietary by a reasonable person given the nature of the information or the circumstances of its disclosure, as further set forth in Section 12;

“Dashboard” has the meaning given to it in the Introduction, available to the Clients that subscribes to Processing Subscription or other Subscriptions that involve access to the Dashboard;

“Dashboard Access Fee” means the amount set out in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard relating to the Client's ongoing access to Dashboard following termination of all Subscriptions;

“Dashboard Access Period” means the period commencing on the Delivery Date (or, where the Client orders multiple Subscriptions, the earliest Delivery Date) and ending on the later of:

- (a) the date on which all Subscriptions under the Agreement expire or are terminated; or
- (b) if the Client notifies Giraffe360 that it wishes to continue having access to the Dashboard after the date specified in subsection (a), the date which is specified in the Change Plan.

“Data Fee” means the amount specified in the Order Form or at checkout when placing an order

through the Giraffe360 website or Dashboard relating to the Client's use of the Dashboard;

“Delivery Address” means the address specified in the Order Form, when placing an order on Giraffe360 website or Dashboard, or such other location as the parties may agree in writing;

“Delivery Fee” means the amounts specified in the Order Form or at checkout when placing an order on Giraffe360 website or Dashboard relating to the delivery of the Camera Units to the Client and return of the Camera Units by the Client;

“Delivery Date” means the date on which a Camera Unit is delivered to the Client at the Delivery Address;

“Extended Renewal Date” means the date that is the last day of an Extended Subscription Period;

“Extended Subscription Period” has the meaning specified in Section 4.5;

“Fees” means the Subscription Fee and, where applicable, Onboarding Fee, Delivery Fee, Data Fee, Dashboard Access Fee and/or Overage Fee. When placing an order through the Giraffe360 website or Dashboard, Fees may be presented as one bundled fee. Any additional fees beyond the bundled fee will be disclosed either before or at checkout;

“First Billing Period” means:

- (a) in relation to a Camera Subscription, the Billing Period commencing on the first day of the Initial Subscription Period;
- (b) in relation to a Processing Subscription, the Billing Period commencing on the first day of the Initial Subscription Period;
- (c) in relation to the Add-On Subscription, the Billing Period commencing on the first day of the Initial Subscription Period if the Client subscribes to Add-On Subscription simultaneously with Camera Subscription or on the date specified in the Change Plan;
- (d) in relation to the payment of Overage Fees and Data Fees, the Billing Period commencing on the Delivery Date or, where the Client orders multiple Camera Subscriptions, the earliest Delivery Date; or
- (e) in relation to the Dashboard Access Fee, the Billing Period commencing on the day after the termination or expiration of all Processing Subscriptions;

“Giraffe360 Content” has the meaning specified in the Introduction;

“Giraffe360 Service” has the meaning specified in the Introduction;

“Group” means, in relation to a corporation, partnership, limited liability company, joint venture, trust, association, organization, or other corporate entity, that corporate entity and any corporate affiliate of such corporate entity;

“Initial Renewal Date” means the date that is the last day of the Initial Subscription Period;

“Initial Subscription Period” means the period specified in the Order Form, on the Giraffe360 website, or in the Dashboard, referring to initial subscription period of Camera Subscription, Processing Subscription, as well as Add-On Subscription, if applicable;

“Invoice Due Period” means the period specified in the Order Form, on the Giraffe360 website, in the Dashboard, or in the invoices;

“Onboarding” means the administrative tasks and activities undertaken by Giraffe360 to set up

the Client in Giraffe360 systems;

“Onboarding Fee” means the amounts set out in the Order Form, on the Giraffe360 website, or in the Dashboard, relating to new Client onboarding, if applicable;

“Order Form” means the document provided by Giraffe360 and signed (whether electronically or otherwise) by the Client or presented to and accepted by the Client when placing an order on Giraffe360 Website, and which, amongst other things, identifies the Client and sets out the Fees;

“Overage Charging Period” means:

- (a) the Initial Subscription Period (or, where the Client orders multiple Subscriptions, the period commencing on the earliest Delivery Date and ending on the latest Initial Renewal Date); or
- (b) an Extended Subscription Period (or, where the Client orders multiple Subscriptions, the period commencing on the latest Initial Renewal Date or latest previous Extended Renewal Date (as applicable) and ending on the next Extended Renewal Date);

“Overage Fee” means the amount specified in the Order Form, on the Giraffe360 website, in the Dashboard or such other amount that the parties may agree, payable by the Client in respect of any Projects created and managed by the Client through the Giraffe360 Service in excess of the Project Limits;

“Prepayment Fee” means the amount set out in the Order Form, of the first payment of a bundled Subscription when placing an order through the Giraffe360 website or Dashboard;

“Processing Subscription” means subscription of cloud processing packages as specified in the Order Form, on the Giraffe360 website, or in the Dashboard;

“Processing Subscription Fee” means the amount set out in the Order Form, , on the Giraffe360 website, or in the Dashboard relating to the Processing Subscription relating to the Processing Subscription;

“Prohibited Personal Information” means any of the following:

- (a) personally identifiable financial information as defined by and subject to the Gramm-Leach-Bliley Financial Modernization Act of 1999;
- (b) documents or information relating to court, tribunal or arbitration proceedings;
- (c) cardholder or sensitive authentication data (as defined in the Payment Card Industry Data Security Standard) or information relating to an individual's finances;
- (d) national identity or other government issued identity numbers (including, without limitation, Social Security Numbers);
- (e) education records, as defined under the Family Educational Rights and Privacy Act of 1974;
- (f) information relating to children under the age of thirteen (13) that would be subject to the Children Online Privacy Protection Act;
- (g) protected health information subject to the Health Insurance Portability and Accountability Act;
- (h) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation, sex life, biometric data (including any videos or photos of natural persons); or
- (i) any other information or documents that are either marked as sensitive, private or confidential or that would reasonably be considered as sensitive, private or confidential;

“Project” means a collection of up to eighty (80) Capture Assets, consisting of up to forty (40) Stills and up to forty (40) Scans, created:

- (a) by the Client using the Giraffe360 Service and collected by a Camera Unit during a single Capture Session at a single property;
- (b) by the Client merging the Capture Assets in the Dashboard in relation to the same property from multiple Capture Sessions; or
- (c) by the Client splitting Capture Assets in the Dashboard from a single Capture Session at more than one (1) property into two (2) or more separate Projects.

Each set of up to eighty (80) additional Capture Assets captured for a single property will constitute a separate Project and will count toward the Project Limits accordingly.

“Project Limits” means the maximum number of Projects that the Client may have during an Overage Charging Period without being subject to Overage Fees, as set out in the Order Form, on the Giraffe360 website, or in the Dashboard;

“Security Deposit” means the amount specified in the Order Form;

“Subscription” means Camera Subscription, Processing Subscription and Add-On Subscription or a bundle of these subscriptions, as chosen, provided by Giraffe360 to the Client as specified in the Order Form, on the Giraffe360 website, or in the Dashboard;

“Subscription Fee” means the amount specified in the Order Form, on the Giraffe360 website or in the Dashboard relating to the Client’s use of and access to the Giraffe360 Service, including fees for Camera Subscription, Processing Subscription and Add-On Subscription. Subscription Fees may be presented as a bundled fee;

“Subscription Period” means the duration of the relevant Subscription, being the Initial Subscription Period and any Extended Subscription Periods;

“Terms of Service” means these terms and conditions of service, as amended from time to time;

“Third Party Sites” has the meaning specified in Section 8.3;

“Virus” means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

4. DURATION AND SUBSCRIPTION PERIODS

- 4.1. The Agreement shall commence on the date the Client signs (electronically or otherwise) the Order Form or places an order through the Giraffe360 website or Dashboard and shall continue until terminated. All Subscriptions are non-cancellable and non-refundable, except as otherwise stated in this Agreement and Giraffe360 Cancellation and Refund Policy.
- 4.2. Each Subscription shall commence on the applicable Delivery Date and shall continue, unless and until it is terminated in accordance with clause 4.5 or clause 16, for the applicable Subscription Period.
- 4.3. Add-On Subscription and Processing Subscription, if subscribed for after the Delivery Date, shall commence on the date specified in the Change Plan and co-term with the current Processing Subscription. If the Client adds Add-On Subscription and Processing Subscription

during the last three months of an annual Camera Subscription period, all Client's Subscriptions automatically renew for another annual period.

- 4.4. If the Client subscribes for an additional Processing Subscription and that additional Processing Subscription is co-termed as per clause 4.3, the Project Limit for that additional Processing Subscription shall be reduced proportionally (pro-rated) to the co-termed Subscription Period of the respective Processing Subscription.
- 4.5. If the Client subscribes to an additional Camera Subscription during the Subscription Period, such additional Camera Subscription shall commence on the Delivery Date of the respective additional Camera Unit, and shall co-term with the Client's existing Camera Subscription(s). If the Client selects a shorter subscription period for the additional Camera Subscription than the Initial or then-current Extended Subscription Period (as applicable), the additional Camera Subscription shall not trigger co-termed renewal of other Camera Subscriptions and shall continue independently for its applicable Subscription Period, unless and until terminated in accordance with clause 4.5 or clause 16.
- 4.6. Each Initial Subscription Period shall automatically extend for a further period of the same duration as the Initial Subscription Period (an "**Extended Subscription Period**") at the end of the Initial Subscription Period and at the end of each Extended Subscription Period thereafter, unless either party gives written notice to the other party to terminate the relevant Subscription at the end of the Initial Subscription Period or the then-current Extended Subscription Period (as applicable), such notice to be given no later than thirty (30) days prior to the termination or expiration of the Initial Subscription Period or Extended Subscription Period (as applicable). Client's Subscriptions cannot be cancelled mid-term except as provided in clause 16.
- 4.7. This Agreement shall be considered terminated when all Subscriptions have been terminated, all outstanding invoices and applicable Fees have been settled by the Client, and the Camera Unit has been returned to Giraffe360 in accordance with the terms of this Agreement.

5. USE AND CARE OF CAMERA UNITS

- 5.1. Giraffe360 shall grant to the Client Subscription as agreed between the Parties in the Agreement.
- 5.2. Subject to the payment to Giraffe360 of the Prepayment Fees (as well as Onboarding Fees, Delivery Fees and Security Deposit, if applicable) in relation to each Subscription, Giraffe360 shall deliver and make available such number of Camera Unit(s) to the Client specified in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard for the applicable Subscription Period.
- 5.3. All Camera Units shall at all times remain the property of Giraffe360 and the Client shall have no right, title or interest in or to the Camera Units (except the right to possession and use of the Camera Units subject to the terms and conditions of the Agreement).
- 5.4. The risk of loss, theft, damage or destruction of a Camera Unit shall pass to the Client on the transfer of physical possession of the Camera Unit to the Client or to anyone who accepts delivery of the Camera Unit on behalf of the Client at the Delivery Address. Each Camera Unit shall remain at the sole risk of the Client during the applicable Subscription Period, and any further period until such time as the Camera Unit is returned and delivered to Giraffe360 (the "**Risk Period**"). In the event of loss, theft, damage, or destruction of a Camera Unit, the Client is responsible for indemnifying Giraffe360 the value of the Camera Unit, which is USD 3,000 per Camera Unit.
- 5.5. The Client shall give immediate written notice to Giraffe360 in the event of any loss of or damage to the Camera Unit arising out of or in connection with the Client's possession or use of the Camera Unit.
- 5.6. The Client shall, in respect of each Subscription:
 - (a) keep each Camera Unit in as good an operating condition as it was on the Delivery Date (except for normal wear and tear);
 - (b) take such steps as may be necessary to ensure, so far as is reasonably practicable, that each Camera Unit is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

- (c) not make (or permit any other person to make) any repair or alternation to the Camera Unit without the written consent of Giraffe360;
 - (d) keep Giraffe360 fully informed of all material matters relating to the Camera Unit;
 - (e) permit Giraffe360 or its duly authorized representative to inspect the Camera Unit at all reasonable times and for such purpose to enter upon any premises at which the Camera Unit may be located, and shall grant reasonable access and facilities for such inspection;
 - (f) not, without the prior written consent of Giraffe360, part with control or possession of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Camera Unit or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (g) not do or permit to be done any act or thing which will or may jeopardize the right, title and/or interest of Giraffe360 in the Camera Unit;
 - (h) not suffer or permit the Camera Unit to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process; if any Camera Unit are so confiscated, seized or taken, the Client shall notify Giraffe360 and the Client shall at its sole expense use its best efforts to procure an immediate release of the Camera Unit and pursuant to Section 20, shall indemnify Giraffe360 on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - (i) not use the Camera Unit for any unlawful, illegal or unethical purpose;
 - (j) ensure that at all times the Camera Unit remain identifiable as being Giraffe360's property and wherever possible shall ensure that a visible sign to that effect is attached to the Camera Unit; and
 - (k) return and deliver each Camera Unit at the end of the applicable Camera Subscription or on earlier termination of the Camera Subscription to such address as Giraffe360 requires, or if necessary allow Giraffe360 or its representatives access to the Client's premises or any premises where the Camera Unit is located for the purpose of collecting the relevant Camera Unit.
- 5.7 The Client shall be responsible for any loss of or damage to any Camera Units during the Subscription Period and the Risk Period, and the Client undertakes to indemnify Giraffe360 on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the client to comply with the terms of clause 5.6.

6. PROJECT MERGING AND SPLITTING

- 6.1. If the Client merges Projects that include any Capture Assets older than fourteen (14) days from their upload date to the Dashboard, the Client may do so subject to an additional fee ("**Project Merge Fee**"), as specified in the Dashboard. In such cases, no limit on the number of Capture Assets per Project shall apply. The applicable Project Merge Fee will be added to the Client's next invoice.
- 6.2. The Client may also split Capture Assets from a single Capture Session, including those from more than one (1) property, into multiple separate Projects via the Dashboard. Each new Project created as a result of such a split shall be treated as an independent Project and shall count toward the Project Limits.

7. ACCESS TO DASHBOARD

- 7.1. If the Client subscribes to Processing Subscription or Add-On Subscription that involves access to Dashboard, Giraffe360 grants the Client a non-exclusive, non-sublicensable, non-transferable licence, during the Dashboard Access Period, to access and use the Dashboard solely in accordance with and subject to the terms and conditions of the Agreement.
- 7.2. The Client must:

- (a) treat any username and password used to access the Dashboard or Client Account as Confidential Information;
 - (b) not disclose such information to any third party; and
 - (c) take appropriate safeguards in accordance with good industry practice to prevent unauthorized access to the Dashboard.
- 7.3. The Client is responsible for maintaining the confidentiality of its login details for its Client Account and for any activities that occur under its Client Account.
- 7.4. Giraffe360 encourages the Client to use "strong" passwords (using a combination of upper and lower-case letters, numbers and symbols) with its Client Account.
- 7.5. The Client must prevent any unauthorized access to, or use of, the Dashboard, and must promptly notify Giraffe360 in the event of any such unauthorized access or use. If the Client has any concerns about the login details for its Client Account, or thinks any of them may have been misused or stolen, the Client shall notify Giraffe360 in writing at customersuccess@giraffe360.com.

8. CLIENT'S OBLIGATIONS WITH RESPECT TO THE GIRAFFE360 SERVICE

- 8.1. The Client:
 - (a) must comply with all applicable laws and regulations with respect to its use of the Giraffe360 Service and its activities under the Agreement;
 - (b) must use the Giraffe360 Service in accordance with the terms of the Agreement;
 - (c) must notify Giraffe360 in writing if there are any changes to any of the Client's contact details as set forth in the Order Form or when placing an order through the Giraffe360 website or Dashboard;
 - (d) must ensure that its network and systems, including its internet browser and operating systems, comply with any relevant specifications provided by Giraffe360 in writing (including e-mail) from time to time;
 - (e) is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems in order to access and use the Giraffe360 Service; and
 - (f) must not do, or allow any other persons to do, any of the following:
 - i. access, store, distribute, or transmit any Virus through the Giraffe360 Service;
 - ii. use the Giraffe360 Service to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
 - iii. use the Giraffe360 Service in a manner that is illegal or causes damage or injury to any person or property;
 - iv. use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Giraffe360 Service in a manner that sends more request messages to the Giraffe360 Service than a human can reasonably produce in the same period of time by using a conventional online web browser;
 - v. attempt to interfere with or compromise the integrity or security of the Giraffe360 Service,

and Giraffe360 reserves the right, without liability or prejudice to its other rights under the Agreement, to disable the Client Account or access to all or any part of the Giraffe360 Service by the Client, for any breach of any provision of this Section 8.1(f).

- 8.2. Giraffe360 may monitor the Client's use of the Giraffe360 Service to ensure the quality of, and improve, the Giraffe360 Service, and verify the Client's compliance with the Agreement.
- 8.3. The Giraffe360 Service may contain links to, or call the servers of, third party websites, data or services that are not under Giraffe360's control, solely at the direction of and/or as a convenience to the Client ("**Third Party Sites**"). As such, Giraffe360 is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party

Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Client's risk.

9. CHANGES TO THE SERVICE FEATURES

- 9.1. If the Client wishes to make a change to its Subscription, it shall submit details of the requested change in writing to Giraffe360 (a **"Change Request"**).
- 9.2. Following receipt of a change request, Giraffe360 shall, within a reasonable time, provide the Client with a written estimate of:
 - (a) the time required to implement the change;
 - (b) the impact the proposed changes would have on the Fees, and any other additional costs to be paid by the Client in order to implement the change;
 - (c) any other material impact of the requested change to the Giraffe360 Service or the terms of the Agreement,(collectively, the **"Change Plan"**).
- 9.3. The Client shall notify Giraffe360 within two (2) weeks of receiving the Change Plan whether it wishes to proceed with the changes specified in the Change Request in accordance with the Change Plan.
- 9.4. Subject to clause 19, Giraffe360 shall not make any changes to the Giraffe360 Service unless it receives confirmation from the Client in accordance with clause 9.3.
- 9.5. The Client shall be permitted to upgrade any Subscription any time during the Subscription Period. The Client shall not be permitted to downgrade or abandon any Subscription during the Subscription Period unless and until the Camera Subscription is terminated in accordance with clause 4.5 or clause 16, for the applicable Subscription Period.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Except as expressly set forth in this Agreement, Giraffe360 does not grant to the Client any rights to or licenses in respect of the Giraffe360 Service.
- 10.2. The parties agree that all intellectual property rights in and to the Giraffe360 Content created by the Client on or after the date indicated at the top of these Terms of Service (the **"Effective Date"**) shall vest in the Client. To the extent that any rights in and to the Giraffe360 Content vest in Giraffe360 by operation of law, Giraffe360 hereby assigns to the Client by way of future assignment, all such rights to the Giraffe360 Content created on or after the Effective Date, absolutely and with full title guarantee.
- 10.3. The Client grants to Giraffe360 a royalty-free, perpetual, non-exclusive, transferable, sublicensable licence to use, copy, reproduce, adapt, modify, display, make derivative works from and distribute the Giraffe360 Content created in connection with the Client's use of the Giraffe360 Service for the sole purpose of providing and improving the Giraffe360 Service as well as product development. This includes, but is not limited to, the use of Giraffe360 Content for machine learning and artificial intelligence training purposes. The Client acknowledges that due to the nature of machine learning and artificial intelligence processes, it may not be possible to completely erase or remove all data derived from the Giraffe360 Content once it has been utilized for such purposes. Therefore, the Client agrees that Giraffe360 may retain and continue to use anonymized or aggregated data derived from the Giraffe360 Content even after termination of Subscriptions. The Client hereby warrants that the Client has the right to grant the license set forth above, and that Giraffe360 will not be required to obtain any licenses from any third party or pay royalties to any third party for the right to use the Giraffe360 Content as prescribed in this clause.
- 10.4. Except as expressly set forth in this Agreement, the Client will not, when using the Giraffe360 Service:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Giraffe360 Service in any form or media or by any means, except for using Giraffe360 Service in accordance

- with this Agreement;
 - (b) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Giraffe360 Service;
 - (c) access all or any part of the Giraffe360 Service in order to build a product or service which competes with the Giraffe360 Service, or use or attempt to use the Giraffe360 Service to directly compete with Giraffe360; or
 - (d) erase or remove any proprietary or intellectual property notice contained in the Giraffe360 Service.
- 10.5. Giraffe360 may use the Client's name, logo, and related trademarks in any of Giraffe360's advertising or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the Giraffe360 Service and alongside any testimonials that the Client has agreed to give. The Client grants Giraffe360 such rights as are necessary to use its name, logo, related trademarks and testimonials for the purpose of this Section 10.5. Giraffe360 reserves the right to use Giraffe360 Content with Client's permission for Giraffe360's publicity, marketing or other purposes.
- 10.6. The Client shall not use Giraffe360's name, trademark, logo, or any other intellectual property without prior written consent from Giraffe360. This includes, but is not limited to, registering domain names, creating materials, or engaging in activities that may impersonate or give the impression of association with Giraffe360.
- 10.7. The Client agrees to provide regular feedback to Giraffe360 in relation to its use of the Giraffe360 Service. By submitting feedback, the Client acknowledges that Giraffe360 may use and allow others to use this feedback in the Giraffe360 Service or otherwise without any restriction and without payment of any kind to the Client.
- 10.8. The terms covered in this Intellectual Property Rights section (clause 10) shall survive the termination or expiration of Client's Subscriptions and this Agreement.

11. DATA PROTECTION

- 11.1. The Client shall ensure that the Captured Assets do not contain any Prohibited Personal Information.
- 11.2. Without prejudice to Section 11.1, the Client:
- (a) must notify Giraffe360 if the Giraffe360 Content contains any Prohibited Personal Information that is not blurred or otherwise obfuscated or rendered illegible; and
 - (b) shall ensure that it does not distribute or otherwise make publicly available any Giraffe360 Content containing Prohibited Personal Information unless that Prohibited Personal Information is blurred or otherwise obfuscated or rendered illegible.
- 11.3. Information about Giraffe360's privacy practices is available in the Giraffe360 Privacy Policy.

12. CONFIDENTIAL INFORMATION

- 12.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

- 12.2. Each party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the other party's Confidential Information available for use for any purpose other than as needed to perform or enforce the terms of the Agreement.
- 12.3. Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 12.4. Each party shall take a backup of its own Confidential Information and shall not be responsible to the other party for any loss, destruction or alteration of Confidential Information.

13. SECURITY DEPOSIT

- 13.1. Where the Client and Giraffe360 agree, in the Order Form, that the Client shall pay a Security Deposit to Giraffe360:
 - (a) the Client shall pay the Security Deposit promptly following the date on which the Client signs the Order Form and agrees to these Terms of Service;
 - (b) the Security Deposit is a deposit against any loss of or damage caused to the Camera Units while in the Client's possession;
 - (c) if the Client causes any loss or damage to the Camera Units (in whole or in part), other than reasonable wear and tear, Giraffe360 shall be entitled to apply the Security Deposit against any such loss or damage;
 - (d) the Client shall pay to Giraffe360 any sums deducted from the Security Deposit within ten (10) days of a demand for the same;
 - (e) subject to the return of the Camera Unit(s) to which the Security Deposit relates, and any amounts that Giraffe360 may deduct from the Security Deposit in accordance with this clause 13, Giraffe360 shall refund the Security Deposit (or balance thereof) within ten (10) Business Days of the termination of the Camera Subscription.

14. FEES AND PAYMENT

- 14.1. The Client must pay Fees as set out in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard.
- 14.2. Except as expressly agreed to in writing between the parties, Giraffe360 shall submit to the Client an invoice:
 - (a) in respect of all Subscriptions:
 - i. promptly following the date on which the Client signs the Order Form or places an order through the Giraffe360 website or Dashboard and agrees to these Terms of Service, in respect of the Onboarding Fees, Prepayment Fees for all Subscriptions, Delivery Fees, and Security Deposit, if applicable;
 - ii. promptly on or around the Delivery Date, in respect of the Subscription Fees due for the First Billing Period, less Prepayment Fees paid by the Client upon signing the Order Form or placing an order through the Giraffe360 website or Dashboard;
 - iii. thereafter, each Billing Period in respect of the Subscription Fees due for the following Billing Period;
 - (b) in respect of Processing Subscription and Add-On Subscription, if the Client subscribes to them after the Delivery Date, promptly following the date on which the Client signs the Change Plan or places an order through the Giraffe360 website or Dashboard and thereafter, each Billing Period together with other Subscription Fees due for the following Billing Period;
 - (c) in respect of additional Camera Subscription, promptly following the date on which the Client signs the Change Plan or places an order through the Giraffe360 website or Dashboard and thereafter, each Billing Period together with other Subscription Fees due for the following Billing Period;
 - (d) in respect of any Data Fees, Overage Fees and Project Merge Fees monthly in arrears; and
 - (e) in respect of the Dashboard Access Fee due for the Client's continued use of the

- Dashboard following termination of all Subscriptions, on the first day of the First Billing Period and each subsequent Billing Period during the remainder of the Dashboard Access Period;
- (f) in case of failure to return the Camera Unit in accordance with clause 16.6, the next day after the term specified in clause 16.6 and each subsequent month until the Camera Unit is returned.
- 14.3. The Client shall pay all invoices within the Invoice Due Period following the date of the relevant invoice. If Giraffe360 has not received payment in full within the Invoice Due Period following the date of the relevant invoice, and without prejudice to any other rights and remedies available to Giraffe360:
- (a) Giraffe360 may, without liability to the Client, suspend or temporarily disable all or part of the Client's access to or use of the Giraffe360 Service and Giraffe360 shall be under no obligation to provide any access to the Giraffe360 Service while the relevant sum remains unpaid. For the avoidance of doubt, Giraffe360 will continue to invoice the Client, and the Client will remain liable for any Subscription Fees incurred, even during periods of suspension or when their access to the Giraffe360 Service is disabled.;
- (b) interest shall accrue on such due amounts at an annual rate equal to four per cent (4%) above the then current base rate as reported by The Wall Street Journal in effect on the due date for payment of the relevant Fees, commencing on the due date for payment and continuing until the Fees have been paid in full, whether before or after judgment; and
- (c) the Client shall reimburse Giraffe360 for all reasonable costs and expenses (including reasonable attorney fees) incurred by Giraffe360 in collecting any overdue amounts.
- 14.4. All amounts and Fees stated or referred to in the Agreement:
- (a) are payable in the currency specified in the Order Form or at checkout when placing an order through the Giraffe360 website or Dashboard; and;
- (b) and are exclusive of any and all excise, sales, use, VAT, and other similar taxes and duties unless otherwise expressly stated, which shall be paid at the same time as payment of the Fees.
- 14.5. The Client shall be responsible for the collection, remittance, and payment of any and all taxes, charges, levies, assessments, and other fees of any kind imposed by any federal, state, or local governmental or regulatory authority or other authority in respect of its use of the Giraffe360 Service, including (where applicable) payment of any customs fees or other similar duties related to the importation of any Camera Units. Giraffe360 shall not be responsible for the payment of any taxes on Client's income.

15. AVAILABILITY AND SUPPORT

- 15.1. Giraffe360 will use commercially reasonable efforts to:
- (a) make the Giraffe360 Service available with an uptime rate of 98%;
- (b) process Capture Assets into Giraffe360 Content within seventy-two (72) hours of such Capture Assets being uploaded (and merged, if applicable) to the Dashboard, except for planned maintenance for which twenty-four (24) hours' notice will be given or unscheduled maintenance during normal business hours (EST time) or otherwise, for which Giraffe360 will use commercially reasonable efforts to give the Client advance notice.
- 15.2. Giraffe360 will use reasonable efforts to provide a level of support and advice on the use of the Giraffe360 Service that is appropriate to the nature of any issues requiring support or advice during normal working hours (EST time).
- 15.3. The Client shall provide all support reasonably required by Giraffe360 to perform its obligations under this Section 15, including providing reasonably detailed descriptions of issues and updates on the performance of the Giraffe360 Service.

16. SUSPENSION AND TERMINATION

- 16.1. Without prejudice to any other rights or remedies available to Giraffe360, if the Client fails to pay any sum due to Giraffe360 and such sum remains outstanding for a further thirty (30) days following notice requiring such sum to be paid, Giraffe360 may immediately terminate all Subscriptions on giving notice to the Client, without liability for Giraffe360 to the Client.
- 16.2. Without prejudice to any other rights and remedies available to Giraffe360, Giraffe360 may terminate all Subscriptions by notice with immediate effect, or such notice as Giraffe360 may in its sole discretion elect to give, if the Client:
 - (a) infringes Giraffe360's intellectual property rights in the Giraffe360 Service;
 - (b) is in breach of Sections 10.4, 10.6 and 12;
 - (c) is in breach of any applicable law.
- 16.3. Without prejudice to any other rights and remedies available to Giraffe360, Giraffe360 may immediately suspend any Client Account, and the Client's right to access and use the Giraffe360 Service without giving prior notice to the Client, if:
 - (a) the Client is in material or persistent breach of any of the terms of the Agreement;
 - (b) in Giraffe360's reasonable determination, the Client is suspected of being in material breach of any of the terms of the Agreement,and for the purposes of this clause 16.3, the parties acknowledge that any breach of Sections 10.4 and 12 will be a material breach of the Agreement.
- 16.4. Without prejudice to any other rights and remedies available to it, either party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other party, if that other party:
 - (a) is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other party fails to remedy the breach within thirty (30) days after receiving written notice requiring it to remedy the breach; or
 - (b) is unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution, or becomes subject to any proceedings (whether voluntary or involuntary) under any bankruptcy or similar law, or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets.
- 16.5. On termination of the Agreement for any reason:
 - (a) the Client's right to access and use the Giraffe360 Service will end;
 - (b) each party shall return to the other party or (at the other party's request) destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other party (provided that each party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority).
- 16.6. The Client shall return the Camera Unit, including any hardware and accessories received by Giraffe360 under the Agreement to Giraffe360 within seven (7) business days after the termination of Camera Subscription. If the Client fails to return the Camera Unit, the Client shall pay the Camera Subscription fee based on the standard pricing for a monthly term at the time of termination of the Camera Subscription. The Client shall keep paying monthly Camera Subscription Fee until the Camera Unit is returned to Giraffe360. If the Camera Unit is not returned due to the Client being unresponsive or uncooperative, the Client shall reimburse Giraffe360 for its full value as specified in clause 5.4. In such cases, Giraffe360 may invoice the Client for the full value of the Camera Unit at any time.
- 16.7. Giraffe360 shall permit the Client to download any Client Data (other than any Giraffe360 Content that is not supported or usable outside of the Giraffe360 Service such as virtual tours etc.) from the Dashboard for a period of three (3) days after the termination of all Subscriptions. Other than with respect to any Giraffe360 Content contained within the Client Data, Giraffe360 may thereafter:
 - (a) delete or anonymize any Client Data at any time;

- (b) retain Client Data upon expiration or termination of the Agreement in order to comply with applicable law, or as Giraffe360 may deem necessary to prosecute or defend any legal claim (in which case Giraffe360 may retain Client Data for a reasonable period of time pending resolution of such obligation or issue) or other purposes stipulated in the Giraffe360's Privacy Policy.
- 16.8. Giraffe360 reserves the right to retain and continue to use anonymized or aggregated data derived from the Giraffe360 Content during and after the termination of this Agreement for machine learning and artificial intelligence training purposes in accordance with the license issued by the Client to the Giraffe360 under the clause 10 of these Terms of Service.
- 16.9. Termination of the Agreement for whatever reason shall not affect any rights or remedies of the parties that have accrued up to the date of termination.
- 16.10. Termination of the Agreement for whatever reason does not release the Client from the obligation to pay Fees, including, but not limited to Subscription Fee for the whole Subscription Period. If the Client terminates the Agreement pursuant to clause 16.4 due to a material or persistent breach of Giraffe360, the Client shall pay Fees that have accrued up to the date of termination.
- 16.11. Any provision of the Agreement that expressly or by implication is intended to come into force or continue in force on or after expiration or termination of the Agreement shall survive and continue in full force and effect.

17. LIMITED WARRANTIES

- 17.1. Giraffe360 warrants that, as of their delivery to the Client, the Camera Units are free from material defects in workmanship and materials. Giraffe360 undertakes, at its option, to repair or replace any Camera Unit which is found to be defective as a result of faulty materials or workmanship within the applicable Subscription Period, provided that:
 - (a) the Client gives Giraffe360 notice of the defect promptly after the Client discovers (or ought to have discovered) the defect;
 - (b) after receiving notice, Giraffe360 is given a reasonable opportunity of examining the Camera Unit and the Client provides such reasonable assistance to Giraffe360 as Giraffe360 may request to determine the cause of any fault or defect in the Camera Unit, including (where requested by Giraffe360) returning the Camera Unit to Giraffe360;
 - (c) the defect does not arise as a result of:
 - i. a failure by the Client to follow Giraffe360's oral or written instructions as to the storage, use or maintenance of the Camera Unit or good trade practice;
 - ii. improper use of the Camera Unit or use outside its normal application; or
 - iii. the Client, or any other person other than Giraffe360, alters or repairs the Camera Unit without Giraffe360's written consent.
- 17.2. Giraffe360 undertakes to make the Giraffe360 Service available as set forth in Section 15.1, provided that the Client:
 - (a) complies with any directions, manuals or technical documentation provided by Giraffe360 with respect to the use of the Camera Unit and the uploading of Capture Assets to the Dashboard;
 - (b) complies with Section 15.3,
 - (c) and the Client's sole and exclusive remedy, and Giraffe360's sole liability, with respect to any failure by Giraffe360 to provide the Giraffe360 Service in accordance with Section 15.1 is for Giraffe360 to use commercially reasonable efforts to repair the affected part of the Giraffe360 Service so that it is available in accordance with Section 15.1.
- 17.3. Other than as set forth in section 17.1, the Giraffe360 Service is provided on an "as is" basis and Giraffe360 gives no representations, warranties, conditions or other terms of any kind in respect of the Giraffe360 service, whether express or implied, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.
- 17.4. Except as expressly provided for in the Agreement:
 - (a) all representations, warranties, conditions and all other terms of any kind whatsoever

- implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement; and
- (b) Giraffe360 will not be responsible for any interruptions, delays, failures, or non-availability affecting the Giraffe360 Service or the performance of the Giraffe360 Service which are caused by third party services (including third party sites), errors or bugs in third party software, hardware, or the Internet on which Giraffe360 relies to provide the Giraffe360 Service, or any changes to the Giraffe360 Service made by or on behalf of the Client, and the Client acknowledges that Giraffe360 does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

18. GIRAFFE360'S LIABILITY

- 18.1. Subject to clause 18.2, Giraffe360 will not be liable to the Client, whether in contract, tort (including negligence) or restitution, or for breach of any statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Agreement in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.
- 18.2. Nothing in the Agreement excludes or limits Giraffe360's liability for death or personal injury caused by Giraffe360's negligence, for fraud or fraudulent misrepresentation, or for any indemnities given in the Agreement.
- 18.3. Subject to clause 18.2, Giraffe360's aggregate liability for all claims arising in any calendar year under the Agreement in contract, tort (including negligence) or restitution, or for breach of any statutory duty or misrepresentation, or otherwise shall be limited to the Subscription Fees paid or payable by the Client to Giraffe360 in that calendar year.

19. CHANGES TO THE GIRAFFE360 SERVICE

The Client recognizes that Giraffe360 is always innovating and finding ways to improve the Giraffe360 Service with new features and services. The Client therefore agrees that the Giraffe360 Service may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any functionality of the Giraffe360 Service.

20. INDEMNIFICATION

The Client shall on demand indemnify, defend and hold harmless Giraffe360, and its agents and contractors from and against any and all losses, damages, claims, liabilities, costs or expenses of whatever nature (including reasonable attorneys' fees) otherwise arising out of (i) a claim brought by any other third party relating to the Client's use of the Giraffe360 Service; (ii) any loss of or damage to any Camera Units during the Subscription Period and the Risk Period (except to the extent caused by Giraffe360's negligence); and (iii) or in connection with any failure by the client to comply with any of the terms of this Agreement.

21. GENERAL

21.1. Written Communications

Applicable laws may require that some of the information or communications that Giraffe360 sends to the Client should be in writing. When using the Giraffe360 Service, the Client accepts that communication with Giraffe360 will mainly be electronic. Giraffe360 will contact the Client by e-mail or provide the Client with information by posting notices on the Dashboard. For contractual purposes, the Client agrees to this electronic means of communication and the Client

acknowledges that all contracts, notices, information and other communications that Giraffe360 provides to the Client electronically comply with any legal requirement that such communications be in writing.

21.2. Notices

All notices given by the Client to Giraffe360 must be submitted to customersuccess@giraffe360.com.

Giraffe360 may give notice to the Client via the email address provided by the Client to Giraffe360, through the Dashboard, by publishing updates on the Giraffe360 website, or by any other method deemed appropriate by Giraffe360. Notice will be considered received and properly served immediately when posted on the Dashboard or 24 hours after an email is sent. To prove the service of any notice, it is sufficient to demonstrate that the email was sent to the specified email address of the Client.

21.3. Assignment

The Client may not transfer, assign or otherwise deal in the Agreement, or any of the Client's rights or obligations arising under the Agreement, whether by operation of law or otherwise, without Giraffe360's prior written consent. Giraffe360 may assign or otherwise transfer the Agreement freely without the Client's consent. Any non-permitted assignment or other transfer of the Agreement will be void and of no effect.

21.4. Force Majeure Events

Neither party shall be liable to the other party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party unless an approved sub-contractor of Giraffe360, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse the Client from any payment obligation under the Agreement.

21.5. No Third Party Beneficiaries

Other than as expressly stated in the Agreement, any person who is not a party to the Agreement may not enforce any of the terms under the Agreement.

21.6. Waiver

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

21.7. Cumulative Remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21.8. Entire Agreement

Except as it may be supplemented by additional terms and conditions, policies or guidelines, the Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings

between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set forth in the Agreement.

21.9. Independent Contractors

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21.10. Revisions to these Terms of Service

Giraffe360 reserves the right to change or modify any of the terms and conditions contained in these Terms of Service at any time. Giraffe360 will inform the Client of any material changes or modifications by sending a notice in accordance with clause 21.2.

21.11. Authority to Sign

The person signing the Order Form or placing an order through the Giraffe360 website or Dashboard and accepting these Terms of Service represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Client.

21.12. Severability

If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of this Agreement shall not be prejudiced.

21.13. Languages

If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will prevail.

21.14. Governing Law and Exclusive Venue

The Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. Both parties agree to submit to exclusive jurisdiction and convenient forum in the County of New York, State of New York and further agree that any cause of action arising under or in connection with this Agreement may be brought in a court in New York. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section 21.12. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section 21.12.