Master Services Agreement

Vizbl Systems, Inc.

Effective Date: August 4, 2026 | Last Updated: August 4, 2026

This Master Services Agreement (the “Agreement”) is entered into by and between Vizbl Systems, Inc., a Delaware corporation (“Vizbl”), and the customer identified in an applicable Order Form, Statement of Work, online checkout flow, or other ordering document that references or incorporates this Agreement (“Customer”). This Agreement becomes effective on the earlier of the effective date stated in the applicable Order Form or the date Customer accepts this Agreement or first accesses paid Services (the “Effective Date”).

Vizbl and Customer may each be referred to as a “Party” and together as the “Parties.”

1. Agreement Structure and Scope

1.1 Scope

This Agreement governs Customer’s access to and use of Vizbl’s hosted software, AR and 3D visualization platform, AI and computer-vision features, public and private catalogs, web viewers, mobile experiences, APIs, SDKs, plugins, embeds, webhooks, integrations, white-label and OEM deployments, hardware-related services, implementation, onboarding, 3D modeling, digital-asset services, support, and other services identified in an applicable Order Form (collectively, the “Services”).

1.2 Order Documents

Commercial and service-specific terms may be stated in one or more Order Forms, Statements of Work, online plan selections, checkout pages, invoices, implementation plans, or other mutually accepted ordering documents. Each such document is an “Order Form” and is governed by this Agreement.

1.3 Incorporated Documents

The following documents are incorporated when applicable to the Services ordered: the Vizbl Data Processing Addendum (“DPA”), Service Level Agreement (“SLA”), Platform & Developer Services Agreement (“Developer Agreement”), applicable Statements of Work, and policies available on Vizbl’s legal pages.

1.4 Order of Precedence

In the event of a conflict, the following order applies only to the conflicting subject matter: (a) a provision of an Order Form that expressly states that it overrides a specifically identified provision of this Agreement; (b) the DPA solely with respect to Processing of Customer Personal Data; (c) the SLA solely with respect to availability commitments and service credits; (d) the Developer Agreement solely with respect to API, SDK, OEM, white-label, and developer-specific matters; (e) the applicable Statement of Work solely with respect to Professional Services scope, deliverables, and acceptance; (f) this Agreement; and (g) Documentation and Policies. A general statement in an Order Form that it “controls” is not sufficient to override this Agreement unless the conflicting provision is specifically identified.

1.5 Affiliates

A Customer Affiliate may order Services under this Agreement by entering into an Order Form that references it. Each Affiliate is responsible for its own Order Form, and Customer remains jointly responsible unless the Order Form expressly states otherwise.

2. Definitions

“Account” means the administrative or user account used to access the Services.

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

“Applicable Law” means all laws, regulations, court orders, governmental requirements, and binding regulatory rules applicable to a Party or the Services.

“Authorized User” means an employee, contractor, agent, or other individual authorized by Customer to use the Services on Customer’s behalf.

“Customer Personal Data” means personal data, personal information, or similar regulated data Processed by Vizbl on behalf of Customer in connection with the Services.

“End User” means a shopper, visitor, consumer, employee, contractor, client, prospect, or other person who interacts with a Customer Application or Vizbl-powered experience.

“Policies” means Vizbl’s then-current Acceptable Use Policy, Prohibited Products Policy, Professional Use Policy, Copyright and Trademark Policy, Review Policy, Privacy Policy, Cookie Policy, and other service-specific policies expressly incorporated into an Order Form or made applicable to the Services.

“Process” or “Processing” has the meaning given under applicable Data Protection Laws.

“Security Incident” has the meaning stated in the DPA.

“Customer Application” means a website, mobile application, software product, system, or digital experience owned or controlled by Customer that uses or embeds the Services.

“Customer Content” means all data, product information, catalogs, images, photographs, video, audio, text, prompts, instructions, measurements, specifications, CAD files, 3D models, AR assets, materials, textures, trademarks, logos, personal data, configuration data, and other materials submitted or made available by or for Customer.

“Documentation” means Vizbl’s then-current user, technical, onboarding, integration, and API/SDK documentation.

“Generated Output” means any image, text, 3D model, asset, material, texture, segmentation, recommendation, classification, placement, render, visualization, conversion, or other output generated or modified by AI, automation, computer vision, AR, or 3D processing.

“Order Form” means a mutually accepted ordering document as described in Section 1.2.

“Professional Services” means implementation, onboarding, configuration, integration, migration, consulting, training, custom development, 3D modeling, asset conversion, optimization, content production, moderation, managed services, and similar non-subscription services.

“Service Data” means usage logs, telemetry, metadata, technical diagnostics, analytics, security information, support metrics, and performance data relating to the operation of the Services, excluding Customer Content except in aggregated or de-identified form.

“Subscription Term” means the initial term and any renewal term stated in the applicable Order Form.

“Third-Party Service” means a third-party cloud, AI model, app store, browser, operating system, device, ecommerce platform, payment provider, marketplace, CDN, network, API, SDK, or external service used with the Services.

“Vizbl Property” means the Services, software, source code, APIs, SDKs, Developer Tools, Documentation, models, algorithms, workflows, rendering pipelines, templates, libraries, designs, interfaces, know-how, methods, and all related intellectual-property rights owned or licensed by Vizbl.

3. Services and Access Rights

3.1 Provision of Services

Vizbl will provide only the Services expressly identified in the applicable Order Form during the Subscription Term. Product descriptions, demonstrations, roadmaps, proposals, and marketing materials are informational and do not create warranties or commitments unless expressly included in an Order Form.

3.2 License and Access

Subject to payment and compliance, Vizbl grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services for Customer’s internal business purposes and to provide Vizbl-powered experiences to End Users as expressly authorized in the Order Form and Documentation.

3.3 Accounts and Authorized Users

Customer is responsible for Account security, credentials, API keys, tokens, devices, and all acts and omissions of Authorized Users. Customer must promptly notify security@vizbl.com of suspected unauthorized access.

3.4 Changes and Deprecation

Vizbl may update, version, enhance, modify, replace, deprecate, or discontinue features. Vizbl will not materially reduce the core functionality of a paid Service during the then-current committed term except where required for security, legal compliance, third-party compatibility, safety, intellectual-property protection, or urgent operational reasons.

3.5 Beta and Free Services

Beta, preview, pilot, proof-of-concept, early-access, trial, promotional, sandbox, and free Services are provided “as is” without SLA, warranty, indemnity, support, continuity, or backward-compatibility commitments and may be modified or discontinued at any time.

3.6 High-Risk and Safety-Critical Uses

Unless expressly authorized in an Order Form, Customer may not use or rely on the Services, Generated Outputs, 3D models, measurements, placement results, or recommendations for emergency response, medical diagnosis or treatment, life support, autonomous vehicle control, aviation, nuclear facilities, weapons, critical infrastructure control, engineering certification, construction safety, or any other use where failure could reasonably result in death, personal injury, or material property or environmental damage. Customer assumes all risk of any unauthorized high-risk use.

4. Developer Services, APIs, SDKs, White-Label, and OEM

If Customer uses any API, SDK, webhook, plugin, embed, App Clip, native application component, OEM deployment, white-label deployment, or other Developer Tool, the Developer Agreement applies and is incorporated into this Agreement for those Services.

Customer may distribute SDK object code only as an embedded part of registered Customer Applications and only through package names, bundle identifiers, domains, brands, legal entities, app-store accounts, and distribution channels approved or registered with Vizbl. Customer may not distribute Developer Tools as standalone products, expose Vizbl infrastructure as a general-purpose platform, or permit extraction or reuse outside Customer Applications.

Customer is responsible for Customer Applications, app-store submissions, privacy labels, Google Play Data Safety disclosures, End-User notices and consents, legal compliance, security, and migration to supported versions. Vizbl may disable unsupported, insecure, or non-compliant versions after notice or immediately where necessary for security or law.

5. Professional Services and 3D Modeling

5.1 Scope and Customer Cooperation

Professional Services are provided only under an applicable Statement of Work or Order Form. Customer must timely provide accurate source materials, dimensions, references, approvals, access, personnel, and feedback. Delivery dates depend on Customer’s timely cooperation.

5.2 Accuracy and Intended Use

Unless expressly agreed otherwise, 3D models and related deliverables are intended for visualization, AR preview, catalog, marketing, sales, and ecommerce presentation. They are not engineering, architectural, manufacturing, construction, safety-critical, or regulated technical documents. Customer must independently verify dimensions, tolerances, fit, materials, safety, installation, and compliance.

5.3 Revisions and Acceptance

Unless otherwise stated, Customer receives one reasonable review cycle and must identify material nonconformities in writing within five (5) business days after delivery or notice of availability. Failure to reject within that period, or publication, deployment, download, approval, or commercial use, constitutes acceptance.

5.4 Deliverable Ownership

Subject to full payment, Customer owns final Customer-specific deliverables expressly designated as Customer-owned in the applicable Statement of Work. Vizbl retains all Vizbl Property, pre-existing materials, reusable components, templates, shaders, libraries, tools, workflows, generalized know-how, source files not expressly designated for delivery, and improvements. To the extent a deliverable includes Vizbl Property, Customer receives a limited license to use that Vizbl Property only as embedded in the deliverable and only for the permitted use.

5.5 Hardware and Devices

If an Order Form includes tablets, accessories, kiosks, or other hardware, title and risk of loss pass to Customer upon delivery unless the Order Form states that the hardware is leased or loaned. Customer is responsible for inspection, physical security, charging, connectivity, device management, loss, theft, damage, carrier charges, and proper use. Hardware returns, replacements, restocking fees, and manufacturer warranties are governed by the applicable Order Form and manufacturer terms. Except as expressly stated in an Order Form, Vizbl provides no hardware warranty beyond any transferable manufacturer warranty.

6. Customer Responsibilities and Restrictions

- Customer will comply with this Agreement, the Order Form, Documentation, Policies, and Applicable Law.
- Customer will obtain and maintain all rights, consents, notices, legal bases, and permissions required for Customer Content, Customer Applications, End Users, and Customer’s products and claims.
- Customer will maintain reasonable security and will not share credentials or circumvent rate limits, quotas, access controls, watermarks, or technical restrictions.
- Customer will not reverse engineer, decompile, disassemble, scrape, extract, copy, benchmark for publication, or attempt to derive source code, non-public models, algorithms, or architecture except where such restriction is prohibited by law.
- Customer will not use the Services to build, train, improve, or operate a competing AI, AR, 3D, visualization, asset-generation, or developer platform.
- Customer will not resell, sublicense, timeshare, service-bureau, or otherwise make the Services available except as expressly permitted in an Order Form.
- Customer will not upload malware, unlawful, deceptive, infringing, unsafe, or prohibited content or use the Services for unlawful surveillance, deceptive impersonation, or prohibited biometric identification.

7. Fees, Billing, Taxes, and Payment

7.1 Fees

Customer will pay all subscription, usage, active-object, premium-object, generation, token, storage, bandwidth, API-call, setup, implementation, modeling, hardware, professional-service, overage, pass-through, and other fees stated in an Order Form or incurred under the Services.

7.2 Payment Terms

Unless otherwise stated, invoices are due within thirty (30) days. Subscription commitments are non-cancelable, and fees are non-refundable except as expressly stated. Usage measurements recorded by Vizbl are controlling absent manifest error.

7.3 Late Payments and Suspension

Past-due undisputed amounts may accrue interest at the lesser of 1.0% per month or the maximum lawful rate, plus reasonable collection costs. Vizbl may suspend Services after ten (10) days' notice for nonpayment and may continue charging committed fees during a suspension caused by Customer.

7.4 Taxes and Withholding

Fees exclude taxes other than taxes on Vizbl’s net income. Customer is responsible for sales, use, VAT, withholding, and similar taxes. If withholding is required, Customer will gross up the payment so Vizbl receives the invoiced amount, except where Vizbl provides documentation permitting reduced withholding.

7.5 Disputes; No Setoff

Customer must dispute an invoice in good faith within fifteen (15) days and pay all undisputed amounts. Customer may not set off, withhold, or deduct amounts except as required by law. Purchase-order terms do not modify this Agreement.

7.6 Fee Changes

Vizbl may change recurring fees for a renewal term with at least sixty (60) days' notice, or thirty (30) days for month-to-month Services. Immediate adjustments may apply to taxes, third-party pass-through costs, usage changes, plan changes, or legally required charges.

7.7 Usage Verification and Records

Customer will maintain records reasonably sufficient to verify Authorized Users, Customer Applications, deployments, usage, and fees for at least two (2) years. Upon reasonable notice, Vizbl may verify compliance no more than once in any twelve-month period, except where Vizbl reasonably suspects credential sharing, material underreporting, misuse, security risk, or breach. Verification will be conducted during normal business hours and subject to reasonable confidentiality and security safeguards. Customer must promptly pay any underreported fees. If an underpayment exceeds five percent (5%) for the reviewed period or a material breach is identified, Customer will reimburse Vizbl’s reasonable verification costs.

8. Customer Content and Data Rights

8.1 Ownership

As between the Parties, Customer retains ownership of Customer Content.

8.2 License to Vizbl

Customer grants Vizbl, its Affiliates, subprocessors, service providers, and contractors a worldwide, non-exclusive, royalty-free license during the Subscription Term and permitted retention period to host, store, reproduce, transmit, cache, convert, optimize, compress, adapt, create technical derivatives from, render, display, distribute, analyze, and otherwise process Customer Content solely to provide, secure, maintain, support, troubleshoot, moderate, and operate the Services; perform Professional Services; generate Outputs; comply with law; and enforce this Agreement.

8.3 Customer Warranties

Customer represents and warrants that it owns or has all rights, permissions, licenses, consents, and lawful bases necessary for Customer Content and the permitted uses, including rights in product designs, CAD files, photographs, trademarks, trade dress, people depicted, locations, personal data, and third-party materials.

8.4 Service Data and De-Identified Data

Vizbl may collect and use Service Data and aggregated or de-identified information that does not identify Customer, an individual, or Customer's confidential assets and is not reasonably capable of re-identification for security, analytics, benchmarking, capacity planning, and improvement of the Services.

8.5 AI Training Restriction

Unless Customer expressly authorizes otherwise in writing, Vizbl will not use Customer Content or Customer Personal Data to train general-purpose or shared AI models for the benefit of other customers or third parties. This restriction does not limit the use of aggregated or de-identified information described in Section 8.4.

8.6 Digital Asset Extraction Risk

Customer acknowledges that digital assets delivered through browsers, viewers, APIs, SDKs, CDNs, public pages, applications, or ecommerce storefronts may be captured, copied, downloaded, scraped, extracted, reverse engineered, or misused by technically capable persons. Vizbl does not guarantee immunity from such conduct. Customer is responsible for deciding whether an asset is suitable for digital delivery.

9. AI, Generative AI, Computer Vision, AR, and Outputs

AI, generative AI, computer vision, AR, 3D, rendering, segmentation, tracking, placement, sizing, recommendation, and automated conversion features are probabilistic and may generate inaccurate, incomplete, inconsistent, biased, offensive, non-unique, unsafe, or potentially infringing results. Outputs may vary between runs and may resemble third-party content.

Customer is solely responsible for human review, validation, moderation, rights clearance, testing, approval, and use of Generated Outputs before publication, manufacture, advertising, sale, installation, construction, or reliance. Generated Outputs are not legal, engineering, architectural, medical, safety, fitment, construction, or regulatory advice.

Subject to Customer’s compliance and payment, Customer may use Generated Outputs for its business purposes. Vizbl does not represent that any Generated Output is unique, non-infringing, or eligible for copyright, patent, trademark, or other intellectual-property protection. Vizbl retains all rights in underlying models, algorithms, workflows, templates, and technology.

10. Confidentiality

10.1 Confidential Information

“Confidential Information” means non-public technical, business, financial, product, design, security, commercial, operational, or other information designated as confidential or reasonably understood to be confidential.

10.2 Obligations

The receiving Party will use Confidential Information only to perform or exercise rights under the Agreement, disclose it only to personnel, Affiliates, contractors, advisors, and service providers with a need to know and confidentiality obligations, and protect it using reasonable care.

10.3 Exclusions and Compelled Disclosure

Confidentiality obligations do not apply to information that is public without breach, lawfully known without restriction, lawfully received from a third party, or independently developed. Legally compelled disclosure is permitted with prior notice where legally allowed.

10.4 Residual Knowledge

Vizbl may use generalized skills, experience, ideas, concepts, know-how, and techniques retained in unaided memory, provided it does not disclose Customer Confidential Information.

10.5 Equitable Relief

Unauthorized use or disclosure may cause irreparable harm, and either Party may seek equitable relief in addition to other remedies.

10.6 Duration

The confidentiality obligations in this Section continue during the Agreement and for five (5) years after disclosure of the applicable Confidential Information. Trade secrets will remain protected for so long as they qualify as trade secrets under Applicable Law. Customer credentials, security information, source code, non-public APIs, algorithms, and technical architecture will be treated as Vizbl Confidential Information regardless of marking.

11. Security, Privacy, and Data Protection

11.1 Security

Vizbl will maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content in Vizbl’s possession or control.

11.2 Security Incidents

Vizbl will notify Customer without undue delay after becoming aware of a Security Incident involving Customer Personal Data, as defined and governed by the DPA. Notice is not an admission of fault or liability.

11.3 DPA

Where Vizbl processes Customer Personal Data as a processor or service provider on behalf of Customer, the then-current DPA available at /legal/data-processing-addendum is incorporated into and forms part of this Agreement. A separately signed DPA supersedes the online DPA for its subject matter.

11.4 Customer Responsibilities

Customer is responsible for privacy notices, consents, legal bases, data-subject requests, retention decisions, End-User data, Customer Applications, camera and photo data, and lawful configuration and use of the Services.

11.5 Third-Party Services

Vizbl does not control and is not responsible for Third-Party Services, including their availability, security, data practices, app-store review decisions, model changes, deprecations, or actions.

11.6 Subcontractors and Subprocessors

Vizbl may use Affiliates, contractors, hosting providers, AI providers, 3D artists, modeling vendors, and other service providers to perform the Services. Vizbl remains responsible for their performance to the extent required by this Agreement or the DPA. Subprocessor authorization, notice, and objection rights are governed exclusively by the DPA.

12. Intellectual Property

12.1 Vizbl Ownership

Vizbl and its licensors own all Vizbl Property. No rights are granted except those expressly stated.

12.2 Feedback

Customer grants Vizbl a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free right to use and exploit Feedback without restriction or compensation, provided Vizbl does not publicly identify Customer as the source without permission.

12.3 Publicity

Unless prohibited in an Order Form, Vizbl may identify Customer as a customer and use Customer’s name, logo, public implementations, and non-confidential screenshots in customer lists, investor materials, demonstrations, and portfolio materials. Press releases and customer-focused case studies require prior written approval.

13. Warranties and Disclaimers

13.1 Mutual Authority

Each Party represents that it has authority to enter into this Agreement.

13.2 Limited Performance Warranty

Vizbl warrants that paid Professional Services will be performed in a professional and workmanlike manner. Customer's exclusive remedy is re-performance or, at Vizbl's option, termination of the affected Professional Services and refund of prepaid, unused fees for the nonconforming portion.

13.3 Disclaimer

EXCEPT AS EXPRESSLY STATED, THE SERVICES, DOCUMENTATION, HARDWARE, CUSTOMER-FACING EXPERIENCES, THIRD-PARTY SERVICES, CUSTOMER CONTENT, GENERATED OUTPUTS, BETA FEATURES, AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VIZBL DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUALITY, SECURITY, AVAILABILITY, RELIABILITY, COMPATIBILITY, QUIET ENJOYMENT, AND RESULTS.

Vizbl does not warrant exact scale, placement, fit, color, finish, lighting, material appearance, tracking, segmentation, occlusion, product compatibility, wheel or tire fitment, body fit, sizing, construction suitability, or business outcomes, sales, conversions, or return on investment.

14. Indemnification

14.1 By Vizbl

Vizbl will defend Customer against a third-party claim alleging that the unmodified paid Services, when used as authorized, infringe a U.S. patent, copyright, or trademark, and will pay damages finally awarded or settlements approved by Vizbl. This obligation does not apply to Customer Content, combinations not supplied by Vizbl, Customer modifications, unauthorized use, Beta Services, or continued use after Vizbl provides a non-infringing replacement or termination option.

14.2 Remedies

Vizbl may procure continued use rights, modify or replace the affected Service, or terminate it and refund prepaid, unused fees for the terminated portion. These are Customer's exclusive remedies for infringement claims.

14.3 By Customer

Customer will defend, indemnify, and hold harmless Vizbl and its Affiliates, officers, directors, employees, contractors, licensors, and service providers from third-party claims arising from Customer Content, Customer Applications, Customer products and claims, End-User data, privacy or consent failures, Customer's use of Generated Outputs, violation of law or third-party rights, misuse of the Services, or Customer's negligence, fraud, or willful misconduct.

14.4 Procedure

The indemnified Party will provide prompt notice and reasonable cooperation. The indemnifying Party controls the defense and settlement but may not admit fault of or impose obligations on the indemnified Party without written consent.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES; LOSS OF PROFITS, REVENUE, SALES, BUSINESS, GOODWILL, REPUTATION, DATA, CUSTOMERS, OPPORTUNITY, OR ANTICIPATED SAVINGS; BUSINESS INTERRUPTION; COST OF SUBSTITUTE SERVICES; OR CUSTOMER REFUNDS, CHARGEBACKS, ADVERTISING OR MEDIA SPEND, LOST TRANSACTIONS, LOST CONVERSIONS, RETURNS, RECALLS, INSTALLATION COSTS, MANUFACTURING COSTS, PRODUCT CLAIMS, REGULATORY CLAIMS, INTELLECTUAL-PROPERTY CLAIMS, OR THIRD-PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO VIZBL FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. ALL RELATED CLAIMS WILL BE AGGREGATED AS ONE CLAIM.

The limitations do not apply to Customer’s payment obligations; Customer’s infringement or misappropriation of Vizbl Property; Customer’s indemnification obligations; fraud or willful misconduct; or liability that cannot lawfully be limited. For Beta, trial, free, and evaluation Services, Vizbl’s total aggregate liability will not exceed US$100.

16. Suspension, Term, and Termination

16.1 Suspension

Vizbl may immediately suspend, throttle, restrict, or disable Services where reasonably necessary for security, fraud, abuse, nonpayment, legal compliance, sanctions, third-party requirements, intellectual-property claims, usage-limit violations, or material breach. Vizbl will have no liability for good-faith protective action.

16.2 Term and Renewal

This Agreement continues while any Order Form remains active. Unless an Order Form states otherwise, each subscription automatically renews for successive one-year periods; provided that a month-to-month subscription renews monthly. Either Party may prevent renewal by giving at least sixty (60) days' notice before the end of the then-current annual term, or at least thirty (30) days' notice for a month-to-month subscription.

16.3 Termination for Cause

Either Party may terminate an affected Order Form for uncured material breach after thirty (30) days' written notice. Vizbl may terminate immediately for material breach of payment, restrictions, intellectual property, security, sanctions, or unlawful-use obligations.

16.4 Effect

Upon termination, Customer must cease use, remove integrations and Developer Tools as required by the Developer Agreement, and pay accrued and committed fees. If Customer terminates for Vizbl's uncured material breach, Vizbl will refund prepaid, unused fees for the terminated portion. If Vizbl terminates for Customer breach, remaining committed subscription fees and unpaid Professional Services fees become immediately due to the extent permitted by law.

16.5 Data Export and Deletion

For thirty (30) days after termination, Vizbl may make Customer Content available through then-current standard export tools, subject to payment of all undisputed amounts. Custom exports, migrations, restoration from backup, or conversion services are Professional Services and may require additional fees. Thereafter, Vizbl may delete Customer Content subject to the DPA, standard backup cycles, Applicable Law, security, fraud prevention, audit, and dispute-resolution requirements.

16.6 Transition Assistance

Transition assistance is subject to resource availability, a mutually agreed scope, and Vizbl's then-current Professional Services rates.

16.7 Survival

Sections concerning accrued payment obligations, Customer Content licenses needed for permitted retention or public content, confidentiality, intellectual property, restrictions, disclaimers, indemnification, limitation of liability, dispute resolution, effect of termination, and provisions that by their nature should survive will survive expiration or termination.

17. Service Levels and Support

Standard support is provided through Vizbl's designated channels during normal business hours unless an Order Form states otherwise. The SLA applies only if expressly incorporated in the Order Form and only to the Covered Services identified there. Service credits under the SLA are Customer's sole and exclusive remedy for qualifying availability failures.

18. Compliance, Export Controls, and Restricted Content

Customer will comply with privacy, accessibility, advertising, consumer-protection, product-safety, intellectual-property, anti-corruption, export-control, sanctions, import, and anti-boycott laws. Customer represents that it is not a restricted party and will not use the Services for prohibited military, weapons, surveillance, nuclear, chemical, biological, missile-related, or unlawful bribery purposes.

Vizbl may remove or restrict content in response to infringement claims, court orders, regulators, app

stores, payment processors, safety concerns, or credible legal and policy complaints. Vizbl may suspend repeat infringers and high-risk users.

19. Dispute Resolution

19.1 Informal Resolution

Before filing a claim, the claimant must send written notice to legal@vizbl.com describing the dispute and requested relief and allow thirty (30) days for informal resolution.

19.2 Governing Law and Arbitration

This Agreement is governed by California law and the Federal Arbitration Act, without regard to conflict-of-laws principles. Except for eligible small-claims matters and requests for temporary or equitable relief involving intellectual property, confidentiality, security, or unauthorized access, disputes will be resolved by binding individual arbitration administered by JAMS in Los Angeles County, California, before one arbitrator, in English, under the JAMS Comprehensive Arbitration Rules.

19.3 Class and Jury Waiver

THE PARTIES WAIVE TRIAL BY JURY AND PARTICIPATION IN CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTIONS OR ARBITRATIONS. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF.

20. General

- The Parties are independent contractors and no partnership, agency, fiduciary, franchise, employment, or joint venture is created.
- Neither Party may assign this Agreement without consent, except to an Affiliate or in connection with a merger, financing, reorganization, acquisition, sale of assets, or change of control, provided the assignee assumes the obligations.
- Neither Party is liable for delay caused by events beyond reasonable control, except payment obligations.

Customer may not rely on forecasts, roadmaps, estimated launch dates, future functionality, demonstrations, or oral statements unless expressly included as a binding commitment in an Order Form signed by an authorized Vizbl representative.

- Legal notices must be sent to the notice addresses in the Order Form. Routine notices may be sent through the Services or by email.
- No amendment is effective unless in writing and signed by authorized representatives, except permitted updates to Policies and Documentation that do not materially diminish Customer rights during the current committed term.
- Failure to enforce is not a waiver. Unenforceable provisions will be modified to the minimum extent necessary and the remainder will remain effective.
- This Agreement and incorporated documents are the complete agreement regarding their subject matter and supersede prior proposals and discussions.

- The English version controls. Electronic signatures, click-through acceptance, PDF signatures, and counterparts are effective.

EXHIBIT A - DATA PROCESSING ADDENDUM

The Data Processing Addendum available at /legal/data-processing-addendum is incorporated into this Agreement whenever Vizbl Processes Customer Personal Data as a Processor, Service Provider, or Contractor on behalf of Customer. The DPA controls over this Agreement solely with respect to conflicting terms governing such Processing. A separately executed DPA supersedes the online DPA solely for its subject matter.

EXHIBIT B - ORDER FORM TEMPLATE

Field	Details
Customer Legal Name	
Entity Type / Jurisdiction	
Customer Address	
Notice Email	
Billing Contact	
Order Form Effective Date	
Services Ordered	
Developer Services / API / SDK	Not Included / Included
White-Label / OEM	Not Included / Included
Professional Services / 3D Modeling	Not Included / Included under attached SOW
Asset Visibility	Public / Customer-Facing / Private Preview / Internal Testing / Restricted / Other
Initial Term	
Auto-Renewal	Yes / No
Setup / Implementation Fee	
Subscription Fee	
Usage / Overage Fees	
Professional Services Fees	
Payment Terms	
Support / SLA	Standard / Enterprise SLA / Other
Special Terms	

By signing the Order Form, Customer agrees that the Order Form is governed by this Master Services Agreement and the applicable DPA, SLA, Developer Agreement, Statement of Work, Documentation, and

Policies identified in the Order Form.

SIGNATURES

VIZBL SYSTEMS, INC.	CUSTOMER
By: _____	
Name: _____	
Title: _____	
Date: _____	By: _____
Name: _____	
Title: _____	
Date: _____	