

Rug Subscription Terms

Version 2026-10-02.1

1 Agreement and scope

These Rug Subscription Terms, version 2026-10-02.1, govern the rug visualization services in the Order Form between Vizbl Systems, Inc., a Delaware corporation (Vizbl), and the identified business customer (Customer). The agreement consists of the signed Order Form, this version of these Terms and the Rug Data Processing Addendum of the same version where applicable. It becomes effective when both parties sign. Subscription billing starts separately under Section 3.

The Order Form controls the selected plan, quantities, fees, estimate and any clearly identified agreed variations. The Rug Data Processing Addendum controls personal-data processing; these Terms control other legal matters. General website MSA, developer, SOW, SLA and other service terms are not incorporated into this rug agreement. Any previously signed agreement governing the same services must be reconciled by an express amendment signed by both parties. The Privacy Policy describes independent privacy practices and cannot expand the processing permissions or reduce protections granted here.

Vizbl provides rug visualization using Customer product images and dimensions, shopper room-photo uploads on supported mobile and desktop browsers, a standard website widget, basic analytics and catalog management. Shopify or spreadsheet catalog import is included. Services are visualization aids, not measurement, engineering or manufacturing tools. Vizbl does not guarantee exact color matching, photorealism or sales results.

The selected plan includes the number of rug designs shown in the Order Form. Different sizes of the same pattern and color count as one design; a different pattern or colorway counts as another design. Ordinary human shopper visualizations are unlimited without token or per-view charges. Customer may use the service on its identified website and related sales channels. Resale of platform access, automated bulk generation, unlawful use and bypassing security controls are prohibited. Vizbl may limit demonstrably abusive traffic as reasonably necessary, with notice where practicable; normal shopper demand is not abuse.

2 Catalog preparation and review

The one-time onboarding fee covers preparation and initial upload of the included designs. Customer supplies usable high-resolution top-down images showing complete rugs, accurate dimensions, names, SKUs and product URLs, and rights to use those materials. Customer or its developer installs the widget. Vizbl provides code, instructions and reasonable email assistance. Custom development, bespoke integration, custom scenes and non-rug modeling require separate agreed scope and pricing.

The Order Form preparation estimate begins after payment and receipt of usable materials. Vizbl promptly identifies missing inputs and communicates delays. Customer delays and events beyond reasonable control extend the estimate only by the resulting delay. If delivery remains materially

incomplete 30 calendar days after the adjusted estimate, Customer may give a 10-business-day final completion notice. If Vizbl fails to complete, Customer may end the order before subscription commencement without future subscription fees. Vizbl refunds undelivered onboarding work, reasonably documented; the full onboarding fee is refunded if no substantially usable catalog was delivered. Refunds are paid within 30 days.

Customer has 10 business days after a delivery notice identifying the batch and deadline to approve or report material nonconformities with the agreed scope and usable inputs. Silence after that deadline or commercial publication constitutes acceptance of the relevant items; opening or downloading previews does not. Vizbl corrects its processing errors at no additional charge and provides 10 business days to review corrected items. Acceptance does not waive latent defects. Errors caused by inaccurate source data may require corrected inputs and an agreed paid change.

3 Start date and payments

Subscription billing starts when the substantially complete catalog has been accepted or deemed accepted, material nonconformities reported during review are resolved, and operational access, widget code and installation instructions have been supplied, or on a later date expressly agreed in the Order Form. Vizbl sends written confirmation of the actual start date and initial-term end date. Customer installation delays after these conditions are met do not postpone billing.

The initial commitment is 12 months, billed monthly in advance, unless the Order Form expressly selects a different commitment. The onboarding fee is due at signing. Before work starts it is refundable on cancellation; after work starts it is non-refundable except for an express remedy here or mandatory law. For the Boutique selection of \$99 per month plus \$499 onboarding, the initial committed total is \$1,687 before taxes. The first monthly charge is due at subscription commencement, not merely on signing.

Fees are in US dollars and exclude applicable transaction taxes. Customer does not pay taxes on Vizbl income. No extra, overage or usage fees apply unless the designated Customer contact first approves the scope and price in writing. Included monthly catalog updates mean one consolidated change batch per subscription month within the design limit; unused batches do not roll over. Corrections of reproducible Vizbl processing errors are free and do not consume that batch. Changes in commitment length require both parties' signed acceptance.

If the Order Form selects automatic card payment, Customer authorizes the agreed onboarding fee, recurring subscription fees, applicable taxes and separately approved extras through a secure payment provider. Renewal-price changes require Section 4 notice. Bank debit requires the payment provider's separate applicable mandate. Revocation of automatic-payment authority does not cancel the contract or an amount lawfully owed; remaining amounts are invoiced on the original schedule. Card or bank details must not be submitted in the Order Form or by email.

For invoice payment, onboarding is payable before work starts and each subscription invoice is due at the beginning of its service month unless otherwise agreed in the Order Form. Customer may dispute an invoice promptly and in good faith and must pay undisputed amounts. Vizbl may suspend for an undisputed overdue payment only after written notice allowing at least 10 calendar days to

cure. Fees continue during a suspension caused by Customer breach. Access is restored promptly after cure.

4 Renewal and ending the subscription

After the initial commitment, the subscription renews monthly. Either party may stop renewal by notice at least 30 calendar days before the applicable term end. An earlier notice takes effect at the end of the initial commitment; a later notice takes effect at the first monthly period end at least 30 days after notice. Cancellation is available by email to legal@vizbl.com and through the account cancellation function when provided. Vizbl confirms the effective end date. No telephone call or retention conversation is required.

Vizbl sends an initial-term renewal reminder and cancellation instructions at least 60 calendar days before that term ends and any further notices required by applicable law. The agreed price is fixed during the initial term. A renewal-price increase requires at least 60 days' written notice and cannot apply before the initial term ends. Customer may avoid the increase by giving non-renewal notice at least 30 days before its effective date. Posting a price on the website is not notice.

Either party may terminate for a material breach not cured within 30 calendar days after written notice. On termination for Vizbl's uncured material breach, future affected subscription fees cease and unused prepaid affected fees are refunded within 30 days. Customer may request early termination for convenience, but remaining initial committed fees remain payable on the original monthly schedule, without acceleration or double recovery, except where an express contractual remedy or mandatory law provides otherwise. Normal non-renewal does not create fees beyond the agreed end date.

5 Ownership and permitted use

Customer retains its images, rug designs, trademarks and source materials. Customer grants Vizbl a limited license to use those materials to deliver and support the ordered service, generate its visualizations, provide exports and comply with required retention. Vizbl retains its platform, software, widget, templates, tools and processing methods. Customer may allow contractors to use its account solely on its behalf and remains responsible for their authorized use and credential security.

Upon payment for the relevant work, Customer receives a perpetual, worldwide, royalty-free, non-exclusive license to use and adapt delivered static rug assets to market its own products. It may share those assets with contractors for that purpose, but may not resell an asset library or copy platform functionality. Interactive platform access lasts only during the subscription. This license does not transfer Vizbl software, source code, reusable scenes or third-party rights that Vizbl cannot grant.

Customer may request one free export of its supplied catalog materials and available static rug assets during the subscription or within 30 calendar days after it ends. Vizbl supplies reasonably producible common formats, such as CSV and PNG/JPEG, within 10 business days and retains exportable materials through that window and completion of a timely request. Export excludes

interactive functionality, source code and proprietary methods. Shopper photographs are not part of routine catalog exports; personal-data access and deletion follow the DPA.

Publicly displayed digital assets may be copied by third parties despite reasonable safeguards. This does not relieve Vizbl of its confidentiality, security or other contractual duties. Customer does not assume responsibility for Vizbl's own breach merely because Customer supplied or approved the material.

6 Confidentiality and privacy

Each party protects the other's non-public business, technical and personal information that is marked confidential or reasonably understood to be confidential. It uses that information only for this agreement and shares it only with personnel, contractors and advisers who need access and are bound to appropriate confidentiality. Each party is responsible for its recipients. Protection must be at least reasonable and no less careful than for the party's own similar information.

Information demonstrably public without breach, already lawfully known, lawfully obtained from another source or independently developed is excluded. Legally required disclosure is allowed with advance notice and reasonable assistance where permitted. Confidentiality lasts during the agreement and for three years afterwards; trade secrets remain protected while legally qualifying, and retained personal data remains protected for as long as retained. Return and deletion are subject to Section 5, the DPA and mandatory retention laws.

Vizbl may use Customer's name, logo, implementation or designs in public marketing, demonstrations or investor materials only with prior written consent specifying that use. Consent may be withdrawn prospectively; existing printed materials need not be recalled. This permission is optional and is not bundled into signature or service access.

The Rug Data Processing Addendum applies whenever Vizbl processes personal data on Customer's behalf. Customer supplies required notices and a lawful basis for shopper uploads and its instructions. Vizbl processes room photographs and Customer materials only for the agreed service and permitted retention. They are not used to train general-purpose or third-party AI models without a separate express agreement and required individual permissions. No separate NDA is required under this package.

7 Service commitments

Vizbl will provide the described services with reasonable professional care and skill and will not materially reduce paid core functionality during an agreed term. It provides email support during its communicated business hours. No numerical uptime promise, response deadline or service-credit program is included. Such commitments require a separately signed service-level addendum. Vizbl uses reasonable efforts to notify Customer of planned maintenance materially affecting use.

Vizbl will remedy a material service failure reported with reasonable detail. If it remains uncured after Section 4 notice, Customer may terminate and obtain the refund stated there. Except for express commitments and mandatory law, implied warranties, including merchantability and fitness for a

particular purpose, are disclaimed. Service interruptions or visualization differences alone do not establish a breach.

8 Claims and liability

Each party warrants its authority to enter the agreement. Customer warrants that its supplied materials and authorized use are lawful and properly licensed. Customer will defend and indemnify Vizbl against third-party claims to the extent caused by infringement in Customer's supplied materials or Customer's unlawful use of the service. This duty does not cover Vizbl's unauthorized use, modifications that cause the claim, or Vizbl's own breach.

Vizbl will defend and indemnify Customer against third-party claims that Vizbl's proprietary platform, used as authorized, infringes a US patent, copyright or trademark. This duty excludes claims caused by Customer materials, unauthorized modifications or combinations not supplied or required by Vizbl. If a covered infringement prevents use, Vizbl may secure continued use, provide a materially equivalent non-infringing replacement or end the affected service and refund unused prepaid affected fees without future affected charges.

The protected party must promptly notify the other of a claim and allow reasonable defense control and cooperation at the defending party's cost. Late notice reduces protection only to the extent materially prejudicial. A settlement admitting fault, imposing obligations on, or failing to release the protected party requires its reasonable written consent. Recoverable indemnity includes covered settlements, final judgments and reasonable defense costs.

To the extent permitted by law, neither party is liable to the other for indirect, consequential, special, exemplary or punitive damages, or lost profits or revenue. Each party's aggregate ordinary liability under this agreement is limited to fees paid or payable for the 12-month service period preceding the event giving rise to liability; if less than 12 months have elapsed since subscription commencement, the measure is the agreed initial 12-month subscription fees plus onboarding fees.

For each party, the combined aggregate liability for indemnity, breach of confidentiality or breach of the DPA is instead limited to the greater of \$5,000 or three times that fee measure. This higher cap includes amounts recoverable under the ordinary cap and is not added to it. Covered third-party claim payments and reasonable defense costs, and reasonable direct data-restoration and incident-response costs caused by breach, are not excluded merely because they involve loss of data or a third-party claim.

These exclusions and caps do not limit payment obligations for agreed fees, fraud, willful misconduct, gross negligence or liability that cannot lawfully be limited. They do not restrict statutory rights of individuals or regulators. Related claims are aggregated, and no party may recover twice for the same loss.

9 General provisions

California law governs, excluding conflict-of-law rules. Courts of competent jurisdiction in Los Angeles County, California, have exclusive jurisdiction, subject to non-waivable law. There is no

mandatory arbitration or contractual class-action or jury-trial waiver in this package. Mandatory local rights concerning renewal, cancellation, privacy and liability remain unaffected.

Notices go to the Customer notice email in the Order Form and legal@vizbl.com for Vizbl. Unless a legally required method differs, an email notice is effective the next business day after sending without a delivery-failure notification; the sender retains transmission evidence and uses an alternative notified address or courier if delivery fails. Postal notices are effective on recorded delivery. Acknowledgment is not a condition of validity. Parties must keep notice details current. Business days exclude Saturdays, Sundays and California state holidays.

Vizbl may suspend only as reasonably necessary to address security threats, unlawful use or the nonpayment procedure in Section 3, with notice and an opportunity to cure where practicable. A party affected by events beyond its reasonable control must notify the other and mitigate; Customer may terminate affected services without future charges and recover unused prepaid affected fees if the interruption continues for 30 days. Already accrued fees remain payable.

This package is the entire agreement for the ordered rug services, subject to the signed-amendment rule in Section 1. Website updates do not amend accepted versions. Amendments require both parties' written acceptance, except approved extra work and the renewal-price process expressly allowed here. Neither party may assign without consent, except to a business successor that assumes obligations in writing. Electronic signatures and counterparts are permitted. Invalid provisions are severed to the extent necessary; non-enforcement is not waiver. Accrued payment, ownership, export, confidentiality, privacy, claims and dispute provisions survive as needed.