

DESCRIPTION OF OUR SERVICES

We provide you as a publisher ("**Publisher**") with an augmented reality application called Augmented Furniture ("**AF**"), application programming interfaces ("**APIs**"), tools and other related means, services, features and functionalities (jointly: the "**Services**" or "**Optional Services**" as the case may be). The Optional Services have Additional Terms and Conditions which are included as attachments to these Terms. Where the term "Services" is used in this Agreement the corresponding clause applies also to all the Optional Services attached to this agreement. The Services enable you to exchange or provide content in the public space with our users ("**Users**") or users of third party services in the form of augmented reality layers that can be viewed using a compatible application ("**AR Furniture Browser**"). Augmented reality layers may contain content, including 3D Models of Furniture, jointly referred as the "**Digital Content**", as well as images required for the detection and tracking of features to display content ("**Markers**"). The collection of all your content, encompassing the Digital Content and the Markers, is referred to as "**Third Party Content**". When adding content, it is important that you respect locations, intellectual property rights, privacy and the rights of third parties at all times.

1. ACCEPTANCE OF THE TERMS OF USE

1.1. Please read these Terms and Conditions ("**Terms**") carefully. These apply between you and Equent S.r.l., Via ;Ezi d'Eril 6, Milano, Italy ("**Equent**" or "**We**") and Equent's affiliated companies. By using the Services in whichever form, through whatever technological means and wherever you are, you enter into an agreement with us and accept these Terms and any legal notices that Equent may post from time to time, such as our Notice-and-take down Procedure, Payment Policy and Privacy Policy (see www.augmentedfurniture.com/legal) and – by continuing your use of the Services – all amendments that Equent implements and communicates to you. If you use any of the Optional Services, namely the Augmented Furniture Content Management System (**AF CMS**), please make sure you also read the Additional Terms in the attachments to this Agreement. By using any of the Optional Services, you are also bound to the Additional Terms for that specific Optional Service. You should save these Terms on a permanent data carrier – for later inspection – and print them before starting to use the Services.

1.2. You are only allowed to use the Services if you are 13 years or older. If you are between 13 and 18 years of age, please read these Terms together with your legal guardian(s), who must give permission for such access/use.

1.3. If you act on behalf of a company, you acknowledge that you are legally entitled to represent your company when accepting these Terms.

2. PUBLISHERS

2.1. GENERAL

2.1.1. Natural persons and legal entities which, upon their request, are granted approval for publication by Equent or who perform other publishing activities, including editing, are considered Publishers. A request for publication of Third Party Content can be submitted to Equent through the Augmented Reality platform ("AF Platform").

2.1.2. In order to be granted and maintain approval for publishing Third Party Content and to obtain other Services, you must have a Publisher account and the relevant Third Party Content must meet all (technical) conditions mentioned at: www.augmentedfurniture.com. Approval for publication furthermore requires that the request thereto contains all required information mentioned in the request for publication form in the AF Platform, which is provided to you automatically during the publication process.

2.1.3. Equent is entitled, at its sole discretion, to refuse a Publisher account.

2.1.4. Termination of (the parts of) an agreement with you leads to the automatic termination of your Publisher account and revocation of publication approval(s). Terms of termination are set forth in section 11 of these Terms.

2.2. INFORMATION ABOUT YOU

As part of the registration process or as part of the continued use of the Services you may be required to provide information about yourself. You will provide accurate, correct and up-to-date information. You are solely responsible for maintaining the confidentiality and security of your Publisher account, including your passwords. Furthermore, you agree that you are entirely responsible for all activities that occur on or through your account. Please read our Privacy Policy.

3. MARKETING AND DISTRIBUTION ON BEHALF OF PUBLISHERS

3.1. Upon request for publication, the Publisher authorises and instructs Equent, which instruction Equent accepts upon approval for publication, to: (i) market the Digital Content; (ii) make the Digital Content available to Users on Publisher's behalf, e.g. by the mere conduit of Digital Content to Users and caching thereof; (iii) obtain orders for access to Digital Content from Users on your behalf; (iv) allow and sublicense Users to access and use (copies of the) Digital Content; (v) use the Digital Content to enable Users to post or display content; (vi) make copies of, format, and otherwise prepare Digital Content for delivery to Users, including Users using any (3rd party) AR Browser that supports interoperability with the AF Platform and including adding security solutions; and (vii) use the Digital Content, including but not limited to screen shots and excerpts thereof, trademarks and logos associated therewith for promotional purposes.

3.2. The Publisher grants Equent a personal, non-assignable, worldwide, royalty-free and non-exclusive license to (i) enable the publication of the associated Digital Content on a supported mobile device when its User views the print copy or other (digital) reproduction of the Marker through the AF Platform.

3.3. Equent will provide the hosting and publication service for each Digital Content for a pre-determined period after the Content has been published by You. Depending on the mode of publication, you will be notified of the period of publication of your Content. If it isn't mentioned at the time of publication or agreed

with you otherwise, the period of publication is at most 1 (one) year. After that period, Equent may unpublish the Digital Content.

3.4. The Publisher acknowledges and agrees that: (i) the Publisher shall be solely responsible for any Third Party Content and all claims and liabilities relating to the Third Party Content; (ii) Equent's efforts directed to marketing and making the Third Party Content available to Users are performed on the Publisher's behalf; and (iii) the Publisher's relationship with Equent is non-exclusive.

4. PROVISION OF THE SERVICES

4.1. You agree that the form and nature of the Services may change from time to time without prior notice to you. Such changes can include but are not limited to bug fixes, patches, modified functionalities, new versions of the AF Platform, and/or modifications in the provision of Optional Services, facilities and/or support.

4.2. You understand and accept that we may involve affiliated companies in providing the Services to you.

4.3. Equent provides the Services and all Optional Services with reasonable care and skill. You understand and accept that the Services are provided "as is" and "as available". Equent will always make a best effort to ensure its Services perform well and do not contain defects. But under no circumstances will we be obliged to provide you with corrections of the Services should defects in the Services arise.

4.4. You agree that we may provide you with written or electronic notices (e.g. by e-mail, regular mail, SMS, MMS, social media messages, or postings).

4.5. Equent provides the Services on the basis of a Fair Use Policy. Should your Digital Content generate an amount of traffic to Equent's servers such that this greatly impacts Equent's cost of operation, we reserve the right to throttle or temporarily disable access to your Digital Content. The threshold for such an event is when traffic to your Digital Content is more than 25% of all AF traffic for repeated, prolonged periods of time over the course of multiple days. We will warn you at least 24 hours prior to taking such measures with the goal of reaching a common understanding on how to proceed.

5. USE OF THE SERVICES

5.1. You will be responsible for any content that you exchange, provide or upload, whether or not you connect to the AF Platform. You should always be aware of and pay cautious attention to the context and environment in which you exchange, provide or upload content. Third Party Content must always satisfy the following conditions: (i) full compliance with applicable laws and regulations, and, more in particular, that it shall not contain material that is offensive, degrading, indecent, libellous, obscene, pornographic or otherwise objectionable or material from other works protected by intellectual property rights, without the written consent of the owner of such rights, other than excerpts permitted legally; (ii) Third Party Content may not contain malware, malicious or harmful code, program or other internal components which could damage, destroy or adversely affect other software, hardware, data or services; (iii) if the Third Party Content includes links to other websites, content or sources, you must either own (the intellectual property rights to) all such content or have permission from the content owner to use it in your Third Party Content; (iv) if the Third Party Content contains pornographic, obscene, abusive, violent or any other explicit material that could be harmful

to persons under the age of 18 years, you will ensure that this Third Party Content is not disclosed to nor accessed by Users under the age of 18 years. Prior to allowing Users to access Third Party Content, you shall: (a) adequately warn them that the Third Party Content contains the said harmful material, (b) verify their age, (c) block access if the Users are under the age of 18 years; and (d) you will refrain from harvesting or otherwise collecting information about others, including email addresses, without their consent.

5.2. You will refrain from (re-)selling, trading, leasing, renting, loaning and distributing the Services, unless we agree otherwise and such activities will be subject to specific terms. You may not modify, copy, or create derivative works based on the Services. unless specifically agreed otherwise in written form.

5.3. You are entitled to stop publishing Third Party Content at any time.

5.4. As part of the Services, Equent may provide you with API's to establish a link between the Third Party Content and the Services. The use of any API provided by Equent is subject to these Terms. When an affiliated company provides you with an API as part of the Services, it may apply different or additional terms and conditions which you accept when using the API. If you use any API to process a User's data, you acknowledge and agree that you shall process those data only with the User's explicit prior consent and only when, and only for the limited purposes for which the User has given you permission.

6. LICENSE, USAGE FEES AND PAYMENT POLICY

6.1. PRICES

Unless otherwise stated explicitly and in writing, all prices are exclusive of tax and other levies. We reserve the right to adjust the asked prices and charged fees at all times.

6.2. LICENSE

For some Services, such as the AF App Service or the AF CMS, we charge you a periodic license fee. The fee will be set forth in a separate (electronic) communication form to you and/or on the AF websites.

6.3. SUBSCRIPTIONS

We may charge you on a monthly basis or other basis for Optional Services we provide you, such as the Advanced Account subscription for the AF App Service. Our website will provide you with information as regards to the Services offerings, pricing and other special terms. By using the Optional Services you are deemed to have accepted the supplementary terms and conditions for the Optional Services.

6.4. CREDITS

Some of our Services, such as the Sales Tools (i.e. Voucher Generator and Promo Code Generator), are charged using one-time, prepaid credits ("Credits").

If payment is made by means of Credits, we shall devalue the Credits balance with the amount due. It is impossible to purchase services in case of insufficient Credits.

The Credits are valid for one (1) year commencing on the date of purchase. Once this term of validity has expired, your Credits will lapse and become nonrefundable. You can retrieve your Credits balance via the website at all times. We are entitled to adjust the terms and conditions with regard to the credits validity. We will announce such adjustments prior to the effective date on our website.

Credits are only valid for services and information mentioned on the website. They are not convertible into cash or otherwise.

6.5. SPONSORED PROGRAM

6.5.1. At Equent's sole discretion you may be eligible for our "**Explorer Program**", which allows you to receive Credits or Subscriptions for free or at a reduced cost. You may apply for the Explorer Program on our website, by informing us on the type of Digital Content you intend to produce and the purpose for which you will use Explorer Program ("**the Purpose**").

6.5.2. You agree that you will use any Credits or Subscription that has been awarded to you under the Explorer Program in a manner consistent with the Purpose you indicated at the time of application.

6.5.3. Equent has the right at any time to review the Digital Content created under the Explorer Program and, if deemed in conflict with the Purpose, to proceed to unpublish the Digital Content with immediate effect, after which Equent will inform you by email.

6.6. PAYMENT POLICY

By using the Services or any of the Optional Services and accepting the applicable license, credits or service fee, you acknowledge paying such fee to us in accordance with our payment terms.

6.6.1. All amounts payable by you for the Services ("Fees") are due either immediately in full by using the payment methods provided to you online on our website or within fifteen (15) days after delivery of the Equent invoice without deduction or setoff. You will be responsible for the payment of any present or future sales, use, excise or other similar tax (excluding taxes based on Equent's net income) applicable to the Services. Fees paid for Services are non-refundable, except in the case of Equent's uncured material breach, in which case Equent will refund to you pre-paid amounts for Services not rendered as of the effective date of such termination. If you request credit or Equent cannot authenticate your identity, then you authorize Equent to obtain information regarding you from trade and bank references, external credit reporting sources, consumer credit agencies and other credit sources as may be reasonably necessary.

6.6.2. Equent does not accept payments by cheque for the use of the AF App Services.

6.6.3. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

6.7. TEMPORARY SUSPENSION

6.7.1. Generally. We may suspend your or any User's right to access or use any portion or all of the Services or Optional Services immediately upon notice to you if we determine:

(a) your use of or registration for the Services (i) poses a security risk to the Services, (ii) may adversely impact the Services or the systems or Content of any other Equent customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

(b) you are in breach of this Agreement, including if you are delinquent on your payment obligations for more than seven (7) days; or

(c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.7.2. Effect of Suspension. If we suspend your right to access or use any portion or all of the Services and Optional Services:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension;

(b) you remain responsible for any applicable fees and charges for any Services to which you continue to have access, as well as fees and charges for in-process tasks completed after the date of suspension; and

(c) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

(d) Equent is entitled to charge you additional fees and request additional terms to be met before reinstating the Services after a suspension

(e) Our right to suspend your or any User's right to access or use the Services is in addition to our right to terminate this Agreement pursuant to Section 7.2.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. You acknowledge and agree that Equent or Equent's licensors own all right, title and interest, including but not limited to intellectual property rights, in and to the Services. All intellectual property rights with regard to the Services will remain solely with Equent or its licensors. Conversely, all intellectual property rights with regard to the Third Party Content will remain solely with you or your licensors, subject to the provisions in this clause.

7.2. Unless we have agreed this in writing, or our guidelines explicitly permit this (such as our Guidelines for uploading Digital Content), you are not allowed to use any logo or any other trademark, service mark, graphic owned by Equent or its licensors and used in connection with the Services. Moreover, you are not allowed to create an unfavourable impression with respect to our logos, trademarks etc. when you exchange, or provide the AF marker.

7.3. Equent grants you a worldwide, non-assignable, and non-exclusive right to use the AF Platform for the publishing of Third Party Content, under the following restrictions: (i) the license covers only those parts of the AF Platform, which Equent denoted as having Third Party Content publishing purpose and you will only use the relevant AF Platform area for such purpose; (ii) you may not reverse engineer, decompile or otherwise (attempt to) extract the source code of the software which Equent or its licensors provide you for Third Party Content publishing purposes, unless this is explicitly permitted; and (iii) you will not (sub)license or establish any security rights with regard to the relevant AF Platform parts.

7.4. Conversely, you grant Equent a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to disclose and reproduce the Third Party Content with the goal of enabling Equent to fulfil its contractual

obligations towards you. This license includes but is not limited to the right to: (i) use the Third Party Content for administrative and demonstration purposes in connection with the marketing thereof; (ii) distribute the Third Party Content to Users; (iii) use the Third Party Content to make improvements; (iv) store and process the Third Party Content to the extent necessary to provide the Services. This right extends to the taking of fingerprints in order to be able to detect and track the Marker.

7.6. If you infringe the intellectual property rights of Equent or of any other third parties, Equent may, at its sole discretion, terminate, suspend or deny access to and use of the Services.

8. PRIVACY

8.1. Equent represents that it conforms to the Privacy Policy which can be found at: augmentedfurniture.com/legal. Conversely, by entering into an agreement with Equent, you expressly accept the Privacy Policy.

8.2. With regard to the collection, processing, transmission or use of a User's personal data, including inter alia location data in connection with the User's use of the Third Party Content: (i) you understand and acknowledge that you, as the responsible party, are the data controller regarding these data; (ii) you and the Third Party Content provided by you must comply with all applicable privacy and data protection laws and regulations with respect to any collection, processing, transmission, or use of the User's personal information or data as well as his location data by, or in connection with the Third Party Content. In addition, the use of location data or any personal information or data should be limited solely as necessary to provide features or functionality for the Third Party Content; (iii) you shall implement appropriate technical and organisational measures to secure personal information or data against loss, unauthorised disclosure or access as well as against any form of unlawful processing; and (iv) you shall be responsible to obtain all consents based on statements or actions to signify agreement from the User required by applicable law. We also require that you obtain consent from the User before collecting, processing, transmitting or otherwise using his location data in any way. If any consent is withheld or withdrawn, the Third Party Content may not collect, process, transmit, or use the User's personal information or data as well as location data or perform any other actions for which the User's consent has been withheld or withdrawn.

9. YOUR WARRANTIES AND INDEMNIFICATIONS

9.1. You represent and warrant that: (i) your use of the Services is and will be in strict compliance with all applicable laws and regulations (including, without limitation, any local laws or regulations); (ii) you have the right to enter into this agreement, to reproduce and disclose the Third Party Content and to authorise Equent to market and distribute the Third Party Content to Users; (iii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

9.2. To the maximum extent permitted by law, you acknowledge and agree to indemnify and hold harmless Equent, its affiliated companies, its contractors, its licensors and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising from third party claims, violations of your agreement and any applicable laws or regulations including any privacy and data protection laws and regulations that relate to your activities as Publisher. 'Applicable laws and regulations' include laws and regulations in any jurisdictions in which your Third Party Content may be offered or made available.

9.3. You indemnify us from and hold us harmless against any and all claims from third parties that the Third Party Content is in contravention of any (international) laws, regulations, in breach of any intellectual property rights or is otherwise considered unlawful.

9.4. For the avoidance of doubt, it is expressly agreed indemnity provided by You under these Terms and Conditions shall not apply to the extent any third parties claim that any Services provided by Equent to You infringe the patent rights or other intellectual property rights of such third party.

10. EQUENT'S LIABILITY AND WARRANTIES

10.1. Equent provides the Services and all Optional Services with reasonable care and skill. You understand and accept that the Services are provided "as is" and "as available". Equent disclaims all warranties of any kind, whether express or implied, and including warranties: (i) of merchantability, fitness for a particular purpose and non-infringement; and warranties that (ii) the Services are error free or that access thereto is uninterrupted; and (iii) the content or other information obtained through the Services is correct and reliable.

10.2. You agree that neither Equent, nor its affiliated companies, suppliers or its licensors are liable to you for any form of damages or loss which may be incurred by you or any third parties directly or indirectly resulting from the use of the Services. Unless and to the extent that damages are the direct result of wilful intent or gross negligence of Equent, Equent accepts no liability for any direct, indirect and consequential damages and loss of business, loss from interruption of the use of the Services or the loss or corruption of data obtained or used through the Services whether based on contract, unlawful act (including negligence), or otherwise arising from or relating to the Services, even if Equent or its affiliated companies, suppliers or licensors have been informed or should have known of the possibility of such damages. In any event, the maximum aggregate liability of Equent, its affiliated companies, suppliers or licensors for any and all damages arising from the Services shall be a refund of the amount paid by you to Equent, if any.

10.3. Equent represents that its Services shall comply with the iOS Developer Program License Agreement in effect on the date these Terms were last updated, as listed on the first page of these Terms.

11. TERMINATION

11.1. You are entitled to terminate any agreement with Equent at any time by suspending or deleting your Developer or Publisher account (if applicable).

11.2. Equent is entitled to terminate the agreement with you, wholly or in part, if Equent is obliged to do so by law or through an order of any competent authority;

11.3. Termination for Breach. Either party has the right to terminate this Agreement if the other party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured. The breaching party will have the following time to cure such breach: (i) sixty (60) days after receiving written notice thereof from the other party if such breach can be cured within such sixty (60) day period, or (ii) a reasonable time if such breach cannot be cured within such sixty (60) day period but (a) the breach is capable of cure, (b) the breaching party commences to effect a cure within such sixty (60) day period, and (c) the breaching party diligently pursues such cure.

11.4. Termination for Cessation of Business or Insolvency. Either party may terminate this Agreement immediately: (i) if the other party ceases to do business, or otherwise terminates its business operations or (ii) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within thirty (30) days.

11.5. Termination for Convenience by Equent. Equent may terminate this Agreement at any time for its convenience, for any reason or no reason, effective 90 days after providing the other party with written notice of its intent to terminate, except if you are using one of the Optional Services for which other terms of Termination may apply.

11.6. Termination of the Agreement by Equent has immediate effect. We will store your account information for a reasonable amount of time needed for administrative purposes. We will also provide Users access to the Third Party Content for a period of at least ninety (90) days upon Termination in order to allow You to notify your Users in due time, except in case of Termination by Equent for Breach as cited in 11.3 or under lawful obligation as cited in 11.2.

11.7. You understand and accept that upon termination of the Agreement, with the exception of a Termination by You for Breach as cited in 10.3, you will have to stop using the Services immediately and you shall immediately settle any outstanding invoices. You understand that any unused Credits shall immediately lapse and become non-refundable upon termination of the Agreement.

11.8. All provisions of the Agreement that are intended to survive the termination, by nature or because such has expressly been provided for in the Agreement, shall survive such termination. These provisions include, but are not limited to, provisions regarding intellectual property, warranty disclaimers, indemnity and limitations of liability and applicable law. You acknowledge and consent that – whatever the ground of termination – the Reference Images will remain stored and processed on our systems in accordance with 3.2.

12. MISCELLANEOUS

12.1. These Terms and the use of the Services are governed by the laws of Italy. Any disputes relating thereto will be held before the competent court in Milan, Italy.

12.2. If any provision of the Terms is held invalid or unenforceable, that provision will be construed to reflect the parties' original intent. Despite the invalidity or non-enforceability of such provision, all other provisions will remain in full force and effect.

12.3. You agree that if Equent does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Equent's rights.

12.4. Equent agrees that if You do not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Your rights.

12.5. We may at any time and without giving notice to you assign our rights under any agreement with you. You may not assign your rights under Agreement to another party without the prior written consent of Equent. Equent is entitled to attach conditions to its consent, including but not limited to the condition that your successive party consents to and agrees to be bound by the provisions of the Agreement.

12.6. You are only permitted to deviate from these Terms upon prior written agreement with us.

13. CHANGES

13.1. Equent reserves the right, at its sole discretion, to modify or replace any part of the Terms and Conditions at any time. Current versions of these Terms and Conditions will be made available through augmentedfurniture.com/legal as amended from time to time.

13.2. It is your responsibility to check the Terms and Conditions periodically for changes. The continued use of or access to the Services following the posting of any changes to the Terms and Conditions constitutes acceptance by you of those changes.

13.3. Equent may offer new Services and/or change existing Services. Such new and/or changed Services shall be subject to these Terms and Conditions. In this respect Equent specifically refers to article 1.1 hereof.

ATTACHMENT 1 (TO THE TERMS) ADDITIONAL TERMS AND CONDITIONS FOR THE AUGMENTED FURNITURE CMS

The following terms are in addition to the Terms of the Agreement and apply to any use by you of the Augmented Furniture CMS. The "AF CMS Services" include, but are not limited to hosting services, including storage of your content and Software as a Service ("SaaS"). When we provide you with the AF CMS Services, our service consists of the remote placing and maintaining at your disposal of content (including software) that you upload, whether or not you connect to the AF Platform software via the internet or any other electronic communications network, without us providing you with any physical data medium.

DEFINITIONS

"**AF Platform**" means the most current version of Augmented Furniture web-based software platform for the hosting of the augmented reality application, APIs, content management system, tools, and other related means, services, features and functionalities, and any patches, updates, upgrades, or improvements which may be made to any of foregoing (or any component thereof).

"**Associated Content**" means those portions of the Digital Content linked by you to the Marker contained in the AF Platform.

"**Expiry date**" refers to the date at which a Digital Content will be automatically moved to the Archived state when a certain publishing period, i.e. the time since the Digital Content was first published, has lapsed.

"**Subscription**" refers to a periodic fee we may charge for additional services offered as part of the AF CMS Services. You may choose to subscribe for such additional services, at which point you will be periodically charged the subscription fee, as agreed by you at the time of subscription.

RECITALS

1. PROVISION OF THE SERVICES

1.1 We shall not be obliged to provide you with a physical data carrier containing the content within the context of SaaS, or the software we may use in the provision of the AF CMS Services to you.

1.2 When providing you with the AF CMS, we will make every effort to ensure that these Services are provided with due care. We provide the AF CMS on the basis of a best efforts obligation.

1.3 You acknowledge that we may continue to provide the AF CMS using new or amended versions of our (other) Services. We are, however, under no obligation to maintain, change or add certain features or functionalities of the Services specifically for you, and you accept that we reserve the right to reject any modification you request.

1.4 In addition to the exclusion of warranties set forth in these Terms, you agree that we cannot warrant that the AF CMS Services provided to you are free of defects and will operate without interruptions. We shall always use reasonable efforts to fix any defects in the AF CMS Services within a reasonable period of time. We may install temporary solutions, program bypasses or problem-avoiding restrictions.

2. HOSTING AND PUBLICATION

2.1 While providing you with the AF CMS Services, Equent agrees to enable the publication of the Associated Content on a mobile device when its User activates any of the 3D models published by You on the print copy of a marker in the AF Platform.

2.2 Your Digital Content will be hosted and published for a fixed period of time, the Publishing Period, during which end-users will be able to view the Digital Content published.

2.5 After the Expiry date, your campaign will be archived, meaning Equent will unpublish the Digital Content and make it inaccessible to end-users.

2.6 Once archived, you may choose to re-publish your Campaign, at which point a new Expiry date will be set.

2.8 Equent may change the Publishing period and the terms for re-publishing at any time.

3. SUBSCRIPTION SERVICES

3.1 Certain features of the AF CMS are only accessible as part of a (paid) Subscription, such as our Advanced Package for the AF CMS. The features offered as part of a Subscription will be published on the website. By applying for a Subscription plan on the Augmented Furniture website, you agree to the Terms set forth in this section.

3.2 The special features will be activated as soon as Equent has been able to verify your payment of the fee for the first period of the subscription, or has decided that you qualify for early activation in which case you should fulfill due payment according to our Payment Policy (clause 6.6 of our general Terms).

3.3 If during the term of your subscription, you create Digital Content using any of the special features offered by your subscription, that Digital Content will remain available after your subscription is terminated.

3.4 Equent may offer various subscription periods, e.g. one month, six months and one year, with their respective prices. The available subscription periods are published on our website.

3.5 A Subscription is entered on the basis of auto-renewal: Unless you terminate your subscription according to the terms set forth in clause 3.8 below, Equent will renew your subscription automatically. You acknowledge that you will be invoiced for the new period as soon as your subscription has renewed. Equent will either withdraw the subscription fee from your authorised credit card/bank account or request you to fulfil the invoice according to our Payment Policy (clause 6.6 of the general Terms).

3.6 If the subscription period is 3 (three) months or longer, you may terminate your subscription by giving us notice by emailing to info@augmentedfurniture.com at least 1 (one) calendar month prior to the next renewal date of your subscription. Failure of giving us such notice will automatically renew your subscription with the same period. If the subscription period is shorter, you may cancel your subscription at any time, and your subscription will remain valid until the next renewal date, upon which it will end.

3.7 Likewise, you may switch to a different subscription period by giving us the same advance notice as stated in 3.5. Note that you may only switch to one of the subscription periods that we offer at that moment, as published on our website.

3.8 Equent reserves the right to change the subscription fees and subscription periods offered at any time. Such changes will come into effect for your subscription on the next renewal date.

3.9 Equent reserves the right to change the set of features that come with a subscription at any time.

3.10 In the case that Equent changes the subscription fees in a way that is disadvantageous to you, your subscription will stop to auto-renew at the next renewal date and you will be given the option to renew your subscription or change your subscription. Without any action on your part, your subscription will terminate in such an event.

3.11 Equent may terminate your subscription at its own discretion, giving you notice prior to the next renewal date of your subscription with the same notice periods defined in 3.8.

3.12 You are responsible to ensure that due subscription fees are in the possession of Equent within due dates as set forth by our Payment Policy (clause 6.6 of the general Terms). Failing to do so will result in an immediate suspension of the features and rights associated with your subscription, until you have fulfilled your payment obligations with Equent. Such suspension does not relieve you from your obligation to settle the due fees for the renewal of your subscription, as stated in our Temporary Suspension clause 6.7 of the general

Terms.

4. SECURITY

4.1 Equent will maintain conformance with industry standards of data security and will maintain a formal, comprehensive, data security program that includes reasonable security procedures and practices that are appropriate to the nature of the stored content and are reasonably designed to (a) ensure the security, confidentiality and integrity of the Digital Content; (b) protect against threats or hazards to the security, confidentiality or integrity of the Digital Content; (c) prevent unauthorized access to, destruction, use, modification or disclosure of the Digital Content, and (d) provide for prompt notice to You of any unauthorized access to any Digital Content.

5. YOUR USE OF THE AF CMS

5.1 You shall be responsible for the management, which includes monitoring settings, the use of the AF CMS and the manner in which the results obtained through the use of the AF CMS are used. To the extent necessary, you shall be responsible for the installation, set up, parameterization and tuning of any (auxiliary) software required on your own hardware and operating environment and to achieve the required interoperability.

6. SUPPORT

6.1 We are not responsible for data conversion of content or Third Party Content which may be required when you use the AF CMS. Nor do we provide back-up service as part of the AF CMS.

6.2 As part of the AF CMS Services we may issue advice in any form we deem fit. We may impose conditions in relation to the qualifications and the number of contacts who are eligible for support. We cannot guarantee the accuracy, completeness or timeliness of responses or support provided. Except where agreed otherwise in writing, support shall only be provided on working days during our standard business hours.

ATTACHMENT 2 (TO THE TERMS) ADDITIONAL TERMS AND CONDITIONS FOR THE AF DIGITAL CONTENT SERVICE

As part of our Services we may offer you our AF 3D Digital Content Services. In order to use our "AF Digital Content Services", a separate AF Digital Content Service Agreement (the "Agreement") will be made between You and Equent. The following terms are in addition to the terms of the Agreement and apply to any use of the AF Digital Content Service. The AF Digital Content Service includes, but is not limited to Equent offering you a "3D Digital Content" developed for you by Equent.

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, capitalized terms used shall have the respective meanings set forth below:

- 1.1.** "AF App": The "AF App" is Equent's own app, published in various app stores
- 1.2.** "Associated Content" means those portions of the Digital Content linked to a marker contained in the AF Platform.
- 1.3.** "Effective Date" refers to the date at which you enter into the separate AF Digital Content Service Agreement with us.

2. LICENSES

2.1. DIGITAL CONTENT

2.1.1. Within a timeframe agreed between You and Equent, Equent will develop and deliver for your approval Digital Content solely for the publication of your Digital Content on the mobile devices of Users of the AF Platform and for no other purpose. You and Equent shall agree on the approval and delivery protocols for the Digital Content

Except for modifications requested by You as outlined in 2.1.4 of these Additional Terms, all costs in connection with the development and maintenance of Digital Contents shall be borne by Equentr. The 3D Digital Content shall include the following unique branding features:

- Low-poly meshes
- Textures

2.1.3. Upon your approval of the Digital Content, Equent will publish such content on the AF app.

2.1.5. During the Term of the Agreement, (i) Equent shall maintain the functionality of the Digital Content, including fixing all “bugs”, and (ii) upon your request, Equent will make modifications to the assets of the Digital Content. Planning and resourcing for such modifications to be agreed between Equent and You. The cost for such modifications is to be borne by You, pricing of which is to be agreed between Equent and You in a separate Agreement at the time of purchase of the AF Digital Content Service by You

3. USER SUPPORT

Equent shall provide its standard online support to Users of the AF Platform in connection with their use of the Digital Content. Equent will refer any User inquiries about content to You for handling. You will provide a user support address (link, e-mail address).

4. OWNERSHIP; RIGHTS TO INTELLECTUAL PROPERTY

Intellectual Property. As agreed between the parties (i) You shall solely own all your Digital Content and Your Marks, and you may reserve all Intellectual Property Rights with respect to such Intellectual Property (collectively, the “Your IP”) and (ii) Equent shall solely own all Intellectual Property embodied in the AF Platform and the AF Marks, and reserves all Intellectual Property Rights with respect to such Intellectual Property (collectively, the “Equent IP”). To the extent any rights to Your IP would otherwise vest in Equent or any of its affiliates, or any of its or their respective employees or contractors, Equent hereby assigns (and shall cause its affiliates and its and their respective employees and contractors to assign) to You all right, title and interest in and to Your IP. To the extent any rights to the Equent IP would otherwise vest in You, any of your affiliates, or any of your or their respective employees or contractors, You hereby assign (and shall cause your affiliates and your and their respective employees and contractors to assign) to Equent all right, title and interest in and to the Equent IP. Neither party shall have the right to exploit any Intellectual Property Rights of the other party except as specifically provided in this Agreement or as otherwise may be agreed in a written agreement signed by both parties.

5. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

5.1. Equent provides the AF Digital Content Service with reasonable care and skill and will make every effort to ensure that the Digital Content and the AF Platform software are and will remain free of any software virus, worm, virus macro, Trojan Horse, or other such component designed to permit unauthorized access, to disable, erase, or otherwise harm or maliciously alter software, hardware or data.

5.2. You understand and accept that the AF Digital Content Service is provided "as is" and "as available". Equent disclaims all warranties of any kind, whether express or implied, and including warranties: (i) of merchantability, fitness for a particular purpose and non-infringement; and warranties that (ii) the Services are error free or that access thereto is uninterrupted; and (iii) the content or other information obtained through the Services is correct and reliable.

5.3. You agree that neither Equent, nor its affiliated companies, suppliers or its licensors are liable to you for any form of damages or loss which may be incurred by you or any third parties directly or indirectly resulting from the use of the AF Digital Content Service. Unless and to the extent that damages are the direct result of wilful intent or gross negligence of Equent, QUINT accepts no liability for any direct, indirect and consequential damages and loss of business, loss from interruption of the use of the AF Digital Content Service or the loss or corruption of data obtained or used through the AF Digital Content Service whether based on contract, unlawful act (including negligence), or otherwise arising from or relating to the AF Digital Content Service, even if Equent or its affiliated companies, suppliers or licensors have been informed or should have known of the possibility of such damages.

5.4. Your Representations and Warranties. You represent and warrant that (i) the Digital Content will always satisfy the following conditions: (a) fully comply with applicable laws and regulations, and shall not contain material that is offensive, degrading, indecent, libellous, obscene, pornographic or otherwise objectionable or material from other works protected by Intellectual Property Rights, without the written consent of the owner of such rights, other than excerpts permitted legally, (b) will not contain malware, malicious or harmful code, program or other internal components which could damage, destroy or adversely affect other software, hardware, data or services, (c) if the Digital Content includes links to other websites, content or sources, you will either own the Intellectual Property Rights to all such content or have permission from the content owner or otherwise be entitled to link to it from the Digital Content, (d) if the Digital Content contains pornographic, obscene, abusive, violent or any other explicit material that could be harmful to persons under the age of 18 years, you will ensure that this content is not disclosed to nor accessed by Users under the age of 18 years; (ii) you have the unencumbered right and authority to enter into this Agreement and to confer the rights granted hereunder; and (iii) this Agreement does not conflict with or violate any other agreement or obligation binding you, or conflict with your corporate documents including your organization and governing documents; (iv) your use of the AF Digital Content Service is and will be in compliance with Equent's instructions and all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city or other governmental area regarding online conduct and acceptable content and the transmission of technical data); and (v) your use of the AF Digital Content Service will not infringe or misappropriate the Intellectual Property Rights of any third party.

6. EXCLUDED AND LIMITED LIABILITY

6.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, SUCH PARTY'S PERFORMANCE HEREUNDER, THE USE OR INABILITY TO USE THE AF PLATFORM, THE DIGITAL CONTENT, OR ANY INTERRUPTION OR DISRUPTION OF OR BY ANY OF THE FOREGOING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE).

6.2. In any event, the maximum aggregate liability of Equent, its affiliated companies, suppliers or licensors for any and all damages arising from the AF Digital Content Service shall be a refund of the amount paid by You to Equent during the year preceding notification of such damage, if any.

6.3. In any event, the maximum aggregate liability of You, your affiliated companies, suppliers or licensors for any and all damages arising from the AF Digital Content Service shall be a refund of the amount paid by You to Equent during the year preceding notification of such damage, if any.

6.4. Equent's liability because of an imputable failure to perform this Agreement shall in all cases only arise if You immediately and properly provides a written notice of default to Equent, with a reasonable time period for remedying the failure being given and Equent still imputably failing to perform its obligations after that period

as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that Equent can respond adequately.

6.5. Notwithstanding anything to the contrary herein, the exclusions and limitations of liability set forth in Section 6.1 and 6.2 shall not apply to the Parties' respective obligations under these Terms to the extent that acts or omissions of a Party constitute fraud, wilful misconduct, or the misappropriation of the other Party's Intellectual Property rights.

7. TERM; TERMINATION

7.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for one (1) year, and automatically renew for additional one (1)-year periods, unless terminated as set forth herein.

7.2. Termination for Convenience by You. You may terminate this Agreement at your sole discretion at any time giving written notice to Equent at least one (1) month prior to the expiration of the then-current one-year period. You are not entitled to any reimbursement of license fees paid or credits that you may have purchased if the termination date is prior to the then-current license renewal date.

7.3. Termination for Convenience by Equent. Equent may terminate this Agreement at the end of each annual period, and upon ninety (90) days written notice to You prior to the expiration of the then-current one-year period.

7.4. Termination for Breach. Either party has the right to terminate this Agreement if the other party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured. The breaching party will have the following time to cure such breach: (i) sixty (60) days after receiving written notice thereof from the other party if such breach can be cured within such sixty (60) day period, or (ii) a reasonable time if such breach cannot be cured within such sixty (60) day period but (a) the breach is capable of cure, (b) the breaching party commences to effect a cure within such sixty (60) day period, and (c) the breaching party diligently pursues such cure.

7.5. Termination for Cessation of Business or Insolvency. Either party may terminate this Agreement immediately upon written notice to the other: (i) if the other party ceases to do business, or otherwise terminates its business operations or (ii) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within thirty (30) days.

 **AUGMENTED FURNITURE**