

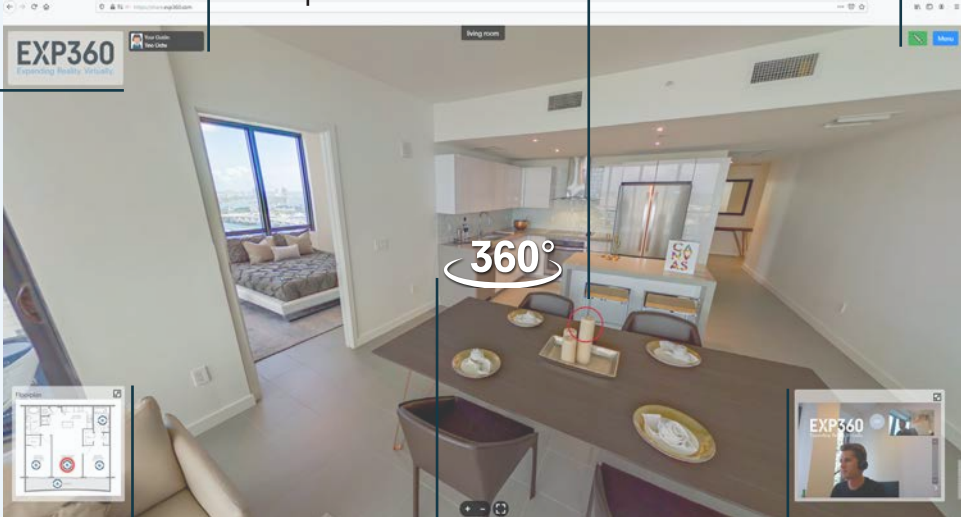


## **Real Estate in 360° & True Remote Guided Tours**

September 2020

# Real Estate in 360° & True Remote Guided Tours

The visual experience



**Guide your peers remotely** from the convenience of your office

**Share your VR experience** with the URL

**Highlight points-of-interest** during the virtually guided tours

**Draw on the 360 experience** for all participants

**Your logo** for branding & customizing

**Add floor plans and maps** for orientation and navigation

**Guide sees the the direction** where viewers are looking at

**Live chat & video call integration**

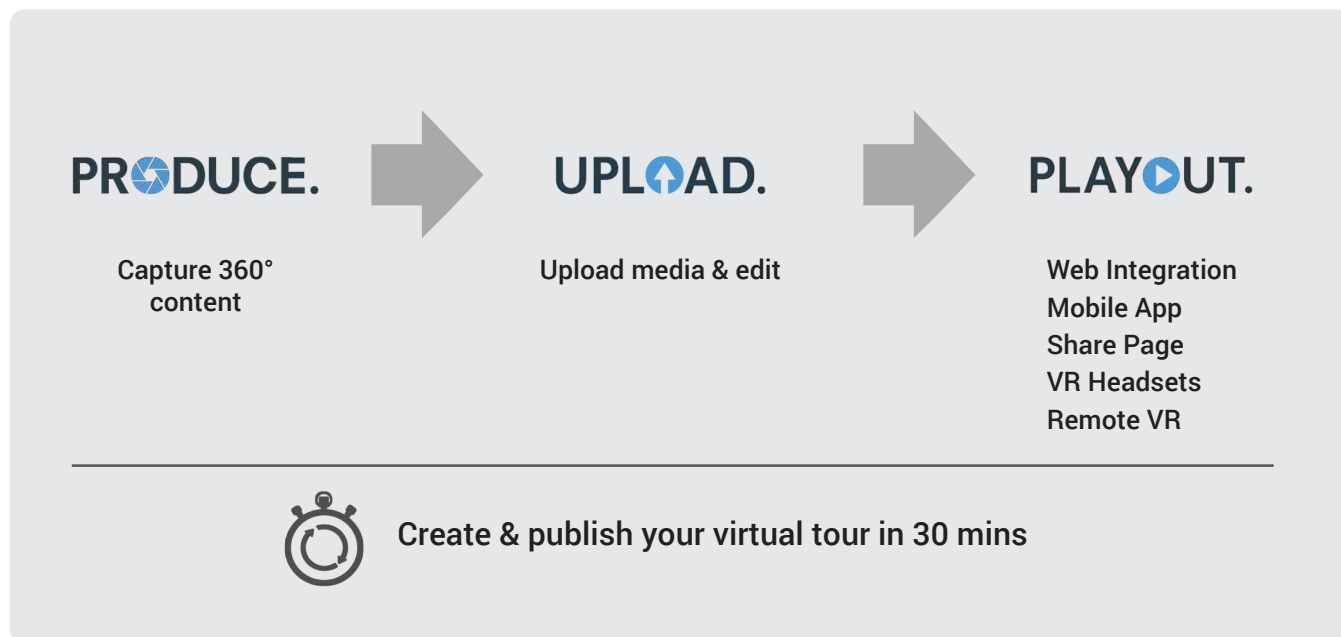
## Features

Create, manage and share your virtual tours from the powerful EXP360 Virtual Tour Platform.

- ✓ Do-it-yourself solution
- ✓ Share Page
- ✓ Integrated live chat & video call
- ✓ Guide your customers in real time from the convenience of your office
- ✓ Add hotspots to immersive media
- ✓ Browser or App (Android and iOS)
- ✓ Add VR markers to maps and plans
- ✓ Professional Package
- ✓ Share media with your peers
- ✓ Support
- ✓ Web Integration

# Create, manage & maintain your Virtual Tours

## VR System Overview



### Powerful EXP360 Virtual Tour Platform
















Our online editing platform allows you to customize your 360°/VR virtual tour, and you can freely insert your logos, animated icons, label hotspots, videos, pictures, text, floorplans, map of geo-location and much more.

### Guide and Share with integrated live chat & video call

Guide your clients remotely through your properties in real time, connect LIVE via video and audio with your audience and interact within the 360°/VR content.

Add a EXP360 Virtual Tour to your website and share the link on social media, messenger platforms or any other marketing portal you use. Actively attract previously unreachable customers "into" your store to shop; "into" your property to buy or rent; "into" your hospitality venue to book; "into" your exhibit to browse; even if they are located far away and/or visiting well after opening hours.

# Offer sheet

	<b>Rate</b>
	<b>10,- €<sup>1</sup></b>
<b>Number of users</b>	<b>unlimited</b>
<b>Integrated chat &amp; video call</b>	
<b>Optional Password Protected Tour</b>	
<b>Statistics</b>	
<b>Browser or App (iOS / Android)</b>	
<b>Webintegration</b>	
<b>Hotspots</b>	
<b>VR Pinboards</b>	
<b>VR Objects</b>	
<b>Insert Logo</b>	
<b>Insert Classic Media</b>	
<b>Insert Animated Icons</b>	
<b>Guide your Clients Remotely</b>	
<b>Share Page</b>	
<b>Support 24/7</b>	
<b>Personal Contact</b>	
<b>VR Headset ( Guide Kit)</b>	<b>optional<sup>2</sup></b>

<sup>1</sup> per property / month / 25 images / minimum subscription of 6 month per property

<sup>2</sup> license required

## Hardware recommendation



### Insta360 ONE R

5.7K 360° Panorama Lens:

The dual-lens 360° mode raises the bar with super 5.7K resolution, leveraging H.265 encoding and advanced image processing.



### Insta360 One X

5.7K resolution makes your videos look sharp, while 18MP shots make for stunning photo quality. Turn on 50fps mode and FlowState Stabilization to make your video buttery smooth.



### Xphase Pro S

The XPhase Pro S is the highest resolution 360 camera as of May 2020. It's a 360 camera with 25 sensors, each with 8 megapixels, for a total resolution of 200 megapixels. The Xphase can only take 360° photos.



### EXP360 Guide Kit with VR Headset

Currently, we feature the PICO 4K S as our reference VR headset for EXP360 Guide Kits.

Ideal for virtual tours at your office.

# Order Form & Contract Terms

## Your Data

Contractor: EXP360 AG - Ibelweg 18A - CH-6300 Zug

- The term is 6 months per property, without renewing it expires automatically.
- Payments for the creation of virtual tours using the EXP360 platform are to be made in advance. Credit card payments possible.
- EXP360 AG is not responsible for copyrights of the used images and text, objects and other uploaded material.
- The General terms and conditions of EXP360 AG apply; they are enclosed in their current version

I hereby confirm that I have received and accepted the terms and conditions for this contract with EXP360 AG.

## EXP360 AG

Ibelweg 18 A  
6300 Zug  
Switzerland

Registration Number:  
CHE-187.629.123

## General Terms and Conditions

For use of the **EXP360 Platform and the Point of Sale Vector Tools**

This License Agreement is made and effective as of the date on the attached order form (the "Commencement Date")

by and between:

**EXP360 AG, with a registered address at  
Ibelweg 18A  
6300 Zug  
Switzerland  
("Licensor")**

and

Customer on the attached Order Form  
("Licensee")

### WHEREAS:

Licensee wishes to obtain a license for one (1) Content Domain to use the EXP360 Control Center and the components listed in the attached order form. The EXP360 platform ("EXP360 Control Center") is an all in one user-friendly system, which combines a central management platform to organize and convert media into a standardized format, manage tasks and staff around the globe and to provide a VR application – pre-installed on high-end VR devices – for individually guided face-to-face consultations with single customers or groups (the "EXP360 Guide Kit") and an interactive home application for online use which can be integrated with contact centers and websites (the "EXP360 Home App"), the platform is compatible with common VR viewers, such as Google Cardboard.

and

Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the asset for the term and specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

### 1. DEFINITIONS

1.1

"Agreement" means this License Agreement.

1.2

"Confidential Information" means information received from or on behalf of the respective Disclosing Party if (1) in either written oral or text form (including electronic files and emails or similar) and (2) whether or not marked as "proprietary", "confidential" or equivalent, and without limitation, related to either company and their respective subsidiaries, all customer identity information, operating and cost information, financial data, marketing data, contracts, business plans, formulae, graphs, letters, faxes, e-mail documents, drawings, R&D information, designs, engineering information, processing technology and similar documents.

Information shall not be deemed to be Confidential and Proprietary Information if:

the Receiving Party can demonstrate to the reasonable satisfaction of the Disclosing Party to be already in the possession of such information prior to receipt from the Disclosing Party;  
or it becomes publicly known and/or generally available in the public domain, otherwise than as a consequence of any act or omission of the Receiving Party or parties who have received it from the Receiving Party;  
it is received from a third party and without breach of this Agreement or any confidential relationship of the Disclosing Party;  
it is developed or acquired by the Receiving Party independently of anything provided by the Disclosing Party;  
it is the subject of a prior written permission to disclose provided by the Disclosing Party; or  
it is disclosed in response to a valid order of a competent court or arbitration tribunal (provided, however, that the responding party shall first have given notice to the other party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued) or is otherwise required to be disclosed by law.

The Party that discloses such Confidential Information shall be referred to as the "Disclosing Party" and the party that receives such Confidential Information shall be referred to as the "Receiving Party".

1.3

"Asset" means the software solution "EXP360" with its management platform and the "Point of Sale Vector Tool" (VR tools to conduct a 360° video based conversation)

1.4

"Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 5.

1.5

"Party" means a person or business entity who has executed this Agreement

### 2. LICENSE GRANT

2.1

Licensor grants to the Licensee a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement and the related order form.

2.2

**Commencement Date is the date on the attached order form.**

### 3. CHARGES

In consideration of the Licensor providing the License under clause 2 of this License Agreement, the Licensee agrees to pay Licensor the amount of the License Charge as specified in the attached order form.

### 4. LICENSEE'S OBLIGATIONS

4.1

The Licensee can only use the Asset for purposes

directly related to its own brand „Customer on the attached order form“ The Licensee must not use the asset for brands of sister or holding companies.

4.2

The Licensee may permit its employees and consultants to use the Asset provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees and consultants using the Asset do not commercialize or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.3

The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party.

4.4

No copies of the Asset are to be made other than as expressly approved by Licensor.

4.5

No changes to the Asset or its content may be made by Licensee

4.6

Licensee shall ensure that the Asset retains all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

### 5. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights over and in respect to the Asset are owned by Licensor. The Licensee does not acquire any rights of ownership in the Asset.

### 6. LIMITATION OF LIABILITY

The Licensee acknowledges and agrees that neither Licensor nor its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Licensor's provision of the Asset under this Agreement, or any use of the Asset by the Licensee or its employees; and Licensee hereby releases Licensor to the fullest extent from any such liability, loss, damage or claim.

In any case Licensor's liability is always limited to the total amount paid by Licensee during the 12 preceding months.

### 7. CONFIDENTIALITY

7.1

Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

7.2

Neither Party may disclose the content of this agreement.

7.3

Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

– is required to be disclosed according to the requirements of any law, judicial or legislative body or

government agency; or

-- was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

7.4

This clause 7 will survive termination of this Agreement.

## 8. DISCLAIMERS & RELEASE

8.1

To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

8.2

The Asset is provided by Licensor on an "as is" basis.

8.3

Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

8.4

Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Licensee computer programs.

8.5

Licensor does not warrant that the Asset will function in any environment.

8.6

The Licensee acknowledges that:

-- The Asset has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and  
-- it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

8.7

To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

## 9. INDEMNITY

9.1

The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

-- Claims related to privacy violations for content uploaded and used within the EXP360 platform  
-- Licensee's and Licensee's employee's use or reliance on the Asset,  
-- any breach of the terms of this License Agreement by the Licensee or any Licensee employee,  
-- any other negligent act of Licensee

Except to the extent such claims, demands, actions, suits, expenses and damages are the result of Licensor or its employees acts or omissions, in which case Licensee shall have no obligation to indemnify, defend

or hold harmless Licensor.

9.2

This clause 9 will survive termination of this Agreement.

## 10. WAIVER

Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

## 11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Swiss law and all disputes arising out of connection or in connection with the present agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts by an arbitral tribunal composed of three arbitrators in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce.

## 12. TERM & TERMINATION

12.1

This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term of 6 months, unless otherwise terminated by either Party in the event of any of the following:

-- if either Party is in breach of any term of this License Agreement and has not corrected such breach to the other Party's reasonable satisfaction within 30 days of notice of the same;  
-- if either Party becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or  
-- either Party is in breach of clause 5 or 7 of this Agreement.

12.2

**The first agreement Term lasts 6 months and will only be extended upon written request from Licensee.**

12.3

Termination under this clause shall not affect any other rights or remedies Licensor may have unless termination is a result of Licensor's breach or insolvency, in which case the License fee shall be pro-rated up to the date of termination and any balance refunded to Licensee within ten (10) business days.

## 13. LICENSE FEE

13.1

In consideration for the License grant described in this License Agreement, Licensee shall pay a monthly License fee as per attached order form for each licensed "Property" within the EXP360 platform immediately upon execution of this Agreement.

Beside an unlimited usage of the management platform the license also includes streaming traffic volume of 1 TB / month. Streaming traffic is defined as download traffic to get new or modified video/image content onto the endpoints (the glasses, tablets, PCs) as well as streaming volume for the end user sessions (EXP360 Home App - if licensed).

Each further TB per month will be charged at 200 EUR.

13.2.

All payments have to be made to the bank account indicated on the invoice or via credit card.

13.3.

Licensor reserves the right to terminate/block access to the Asset in case of delayed payments.

## 14. ASSIGNMENT

Neither Party shall assign any rights of this License Agreement, without the prior written consent of the other Party.

## 15. NOTICES

All notices required under this Agreement shall be in writing and shall be deemed given (i) when delivered personally; (ii) ten (10) days after mailing, when sent by certified mail, return receipt requested and postage prepaid; or (iii) two (2) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All notices given by either Party must be sent to the address of the other as first written above (unless otherwise changed by written notice).

## 16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

## 17. SEVERABILITY

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

## 18. FINAL REGULATION

This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

THE GENERAL TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THE ORDER FORM. BY SIGNING THE ORDER FORM LICENSEE ACCEPTS THE GENERAL TERMS AND CONDITIONS.