

MIRA TERMS OF SERVICE

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 14.

In this Terms of Service ("TOS"), "we," "us," "our" or "Mira" will refer to Mira Technologies, Inc., a Delaware corporation. The terms "you" and "your" will refer to you, your heirs, and assigns. If you are registering on behalf of an organization, you are agreeing to these terms for that organization and representing to Mira that you have the authority to bind that organization (in which case, the terms "you" and "your" will refer to that organization).

ONCE ACCEPTED, THESE TOS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND MIRA. IF YOU DO NOT AGREE TO BE BOUND BY THESE TOS, YOU SHOULD NOT USE MIRA SERVICES ("SERVICES").

1. Modifications to the TOS. Mira reserves the right to modify the TOS, at any time and without prior notice (except with respect to Section 14 governing arbitration). We will post modifications on the Services and/or use other means to notify you. By continuing to access or use the Services, you are agreeing to be bound by the modified TOS.

2. Registration. You may only register for the Services if you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live). You will be required to create an account with an email and a password. You agree to provide accurate, current and complete information during registration and at all other times when you use the Services. We reserve the right in our sole discretion to refuse to keep accounts for, or provide services to, any individual or organization. You are responsible for safeguarding your password.

3. The Services. Mira provides the technology through which digital feeds, apps, and content (collectively, "Digital Displays") can be provided. However, such Digital Displays are created and provided by you and/ or third parties. You expressly agree and acknowledge that you will not hold us responsible for the Digital Displays. We do not guarantee the existence, quality, or legality of the Digital Displays; the truth or accuracy of Digital Displays; or that Digital Displays will not contain offensive content. We do not guarantee that any parts of the Services will be available at all times, and we may change, update, or discontinue the Services without notice to you.

4. Intellectual Property. The Services are protected by copyright, trademark, and other laws. Except as expressly provided in these TOS, Mira and its licensors exclusively own all right, title, and interest in and to the Services, including all associated intellectual property rights. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in whole or in part. All trademarks, service marks, logos, trade names and any other proprietary designations of Mira used

herein are trademarks or registered trademarks of Mira.

5. Fees. We may offer subscriptions or other offers (e.g. free trials), containing different options and features. You agree to pay the usage fees set forth in your "Customer Order Form" and any applicable taxes. We may change the fees and charges in effect, or add new fees and charges from time to time. We may let you pay amounts due under these TOS in arrears. If we do, you will make all of the payments due hereunder in US dollars within 30 days of the date of the invoice. Payment obligations can't be canceled and fees paid are non-refundable. Unless you have filed a fee dispute, if you are overdue on payment and fail to pay within 10 business days of a written notice, then we may assess and you must pay a late fee of either 1.5% per month, or the maximum amount allowable by law, whichever is less. We may also suspend our Services to you until you pay the amount you are overdue plus the late fee. You must notify us in writing if you dispute any portion of any fees paid or payable by you under this TOS. You must provide that written notice to us within 60 days of the applicable charge and we will work together with you to resolve the applicable dispute promptly.

6. Licenses and Content. The Services contain links, text, graphics, images, audio, video, information, code, or other materials ("Mira Content"). We grant you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Services, solely as permitted by the TOS. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Mira Content, except as expressly permitted in the TOS. If you choose to provide feedback, comments and suggestions for improvements to the Services or otherwise ("Feedback"), you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback.

7. Rules of Conduct. You expressly agree not to do any of the following in using the Services: transfer, resell, lease, license or otherwise make the Services available to third parties; reverse engineer, decompile, disassemble or otherwise recreate the Services; transmit any content or engage in any action that violates our or a third party's rights or any law; transmit any communication designed or intended to obtain others' private information; send any solicitation materials; impose an unreasonable load on our infrastructure; interfere with the working of the Services; or impersonate another person.

8. Monitoring of the Services. We may access, preserve and disclose your information if we are required to do so by law, or if we believe in good

faith that it is reasonably necessary to (i) respond to claims asserted against us or comply with legal process, (ii) enforce our agreements; (iii) for fraud prevention, customer support, and product development; or (iv) protect the rights, property or safety of Mira and others. We have no obligation to monitor your use of the Services, but we have the right to do so to operate and improve the Services, ensure compliance with the TOS, and comply with applicable law.

9. Confidentiality. "Confidential Information" means any information or data disclosed by either party that is designated as confidential or that should otherwise be reasonably understood to be confidential. "Confidential Information" does not include any information which: (i) is publicly available through no fault of receiving party; (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (iii) was properly disclosed to the receiving party, without restriction, by another person without violation of disclosing party's rights; or (iv) is independently developed by the receiving party. Each party agrees that it will use the Confidential Information of the other party solely in accordance with these TOS and it will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party to its employees, agents, and subcontractors who have a need to know and are legally bound to keep such information confidential. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

10. Disclaimers. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTIES REGARDING THE CONTENT TRANSMITTED THROUGH THE SERVICES, OR THAT SUCH CONTENT WILL BE FREE OF OBJECTIONABLE OR ILLICIT CONTENT. NO INFORMATION OBTAINED FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

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11. Limitations. YOU UNDERSTAND AND AGREE THAT UNDER NO LEGAL THEORY SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICES. OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS PRECEDING THE CLAIM.

12. Indemnification. You agree to defend, indemnify, and hold Mira, its subsidiaries and affiliates, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising out of or in any way connected with your access to or use of the Services, your breach of any law or the rights of a third party, or your violation of these TOS.

13. Termination. The period of these TOS will commence on the date they are accepted by you and continue for a period of time depending on the Services you have selected (the "Initial Period"). These TOS will automatically renew for additional, equivalent periods (each, a "Renewal Period"), provided that either party may terminate your account for any reason upon 60 days written notice to the other party subject to the early termination fee outlined below. Mira may also terminate or suspend your account in the event you commit any breach of these TOS and fail to cure such breach within 5 days after written notice of that breach.

14. Early Termination Fee. In the event you voluntarily discontinue Services prior to the end of the sales contract term as set forth in your Order Form: (1) you will be billed an early-termination fee (ETF) equal to the full cost of any one-time hardware costs for Mira-provided hardware, plus the lesser of: (i) 3-months of service; or (ii) the remaining balance of any unused fees; and (2) Mira will issue a pro-rated refund of the remaining pre-paid balance of any unused fees (if applicable).

15. Dispute Resolution and Binding Arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us, and provide a written description of the dispute and your contact information. The parties agree that good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Except as provided herein, if we cannot resolve a dispute informally, any dispute will be resolved only by binding arbitration in San Francisco, CA or another location that we have both agreed to. The

arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (see www.jamsadr.com) (referred to as the "JAMS Rules") and under the rules set forth in this TOS. If there is a conflict between JAMS Rules and the rules set forth in this TOS, the rules set forth in this TOS will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may seek any and all remedies otherwise available to you pursuant to your state's law. If you decide to initiate arbitration on behalf of the legal entity you represent, you will be required to pay the arbitration initiation fee as well as any additional deposit required by JAMS. You also agree to pay the costs of the arbitration proceeding. Other fees will be paid in accordance with JAMS Rules. The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these TOS including but not limited to any claim that all or any part of these TOS is void or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any competent court.

Notwithstanding the foregoing, either party may bring claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its IP rights. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Both parties agree that any claims or controversies must be brought against each other on an individual basis only. That means neither you nor we can bring a claim as a member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless we agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Mira customers, and cannot be used to decide other disputes with other customers.

16. General Provisions. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any requirement that such communications be in writing. You may not assign your rights or obligations under or transfer these TOS without our prior written consent. We may assign or transfer these TOS without restriction. Subject to the foregoing, these TOS will bind and inure to the benefit of the parties, their successors and permitted assigns. You agree to comply strictly with all applicable domestic and international laws and economic sanctions regulations. You represent that you are not on a U.S. government exclusion

list or under the control of or an agent for any entity on such a list. We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any acts of God. These TOS supersede all prior and contemporaneous proposals, statements, and agreements, oral and written. If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible by law, and the other provisions of the TOS will remain in force. Our failure to exercise or enforce any right or provision shall not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the TOS. These TOS shall be governed by the laws of California regardless of any conflicts of law principles. Except for claims that must be arbitrated, all claims must be resolved exclusively by a state or federal court located in the Northern District of California. Upon termination or expiration of your account or these TOS more generally, the terms of the following Sections will survive: 4, 5, 9-12, and 14-16.

17. Contacting Mira. If you have any questions, please contact us at info@getmira.com