

TERMS AND CONDITIONS

LAST REVISED: October 29, 2018

Mira Labs, Inc.'s ("Mira," "we," "our," or "us") welcomes you! These Terms and Conditions apply to your access and use of: (i) www.mirareality.com ("Site"); (ii) the Mira Prism and other hardware ("Products"); and (iii) our Software Development Kit (defined below), other software solutions and/or services ("Services") (collectively "Mira Solution"). These Terms and Conditions include: (i) our Privacy Policy which is located at: documents.mirareality.com/Mira_Privacy_Policy.pdf ; (ii) the Order Form (if applicable); and (iii) other terms and policies we identify ("Agreement").

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. BY ACCESSING OUR SITE, DOWNLOADING OUR SOFTWARE DEVELOPMENT KIT, ACQUIRING PRODUCTS AND/OR USING THE MIRA SOLUTION, YOU ACKNOWLEDGE THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT (IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF YOUR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO).

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1. THE MIRA SOLUTION

(a) The Mira Solution. The Mira Solution is our proprietary technology that is designed to provide you with an augmented reality experience through compatible mobile devices. To access and use the Mira Solution you must submit an order identifying the number of Products and the period of

time you desire access and use of our Services (“Subscription Term”). Customer requests for the Mira Solution shall be submitted through our Order Form or via other means specified by us (“Order”). We will contact you after receiving your Order to request additional information, and/or to confirm or deny your Order.

(i) Account. To access and use the Mira Solution you must create and maintain an active Mira account (“Profile”). To set up your Profile you must: (a) be at least eighteen (18) years old; (b) provide us with your first and last name; (c) have a valid email address; (d) select a user name and create a unique password; (e) have a valid credit card; and (f) maintain an active Subscription. You are responsible for ensuring all information used in connection with your Profile is accurate and current. You are solely responsible for any activity conducted through your Profile, whether by you or someone else. You must immediately notify us of any unauthorized use of your Profile. **WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO TERMINATE OR SUSPEND YOUR PROFILE OR USE OF THE MIRA SOLUTION.**

2. LICENSE TERMS

(a) License type. Based upon the type of Mira Solution you acquire, the following license terms may apply:

(b) Software Development Kit. Subject to your compliance with this Agreement, Mira hereby grants you a limited, revocable, non-sublicenseable, non-transferable, personal, non-assignable, non-commercial license to use the Mira Software Development Kit (“Mira SDK or “SDK”) for the purposes of creating a mobile application (“App”) for use with Products and Services. Other than as specifically provided herein, you may not modify, alter, decompile, disassemble, reverse-engineer, or create Derivative Works based on Mira’s Solution. For purposes of this Section 2(b) the App shall be considered to be a Derivative Work. “Derivative Works” means a derivative work as defined under applicable intellectual property law. You warrant that you have all the necessary rights to use Pre-Existing Materials in connection with creating the App. “Pre-Existing Materials” means technology, trade secrets, processes, and other material that you owned or have the right to use prior to downloading our SDK and entering into this Agreement. You hereby agree to indemnify, defend and hold Mira, its affiliates, directors, officers or employees harmless from any and all liabilities, losses, damages, suits, penalties, fines, costs or expenses (including, reasonable attorneys’ fees and other applicable expenses) relating to third-party claims arising out of Pre-Existing Materials and/or Derivative Works. **YOUR USE OF THE SDK LICENSE IS SUBJECT TO THE FOLLOWING THIRD PARTY LICENSES (“Third Party License”):**

THIRD PARTY LICENSOR	THIRD PARTY LICENSE TERMS
Wikitude	https://www.wikitude.com/legal/wikitude-sdk-terms-of-service https://www.wikitude.com/legal/publisher-terms-of-service https://www.wikitude.com/legal/eula
Apache Software Foundation	http://www.apache.org/licenses/LICENSE-2.0.txt

THIRD PARTY LICENSOR	THIRD PARTY LICENSE TERMS
Bogdan Gochev	https://www.assetstore.unity3d.com/en/#!/content/67730 Usage of the Flat Lighting Shader from this SDK is licensed for Mira applications only.
Unity	The MIRA SDK includes software created by Unity community member: https://unity3d.com/legal/terms-of-service
MIT	https://opensource.org/licenses/MIT

BY CREATING AN APP WITH THE MIRA SDK YOU HEREBY AGREE TO ADHERE TO ALL APPLICABLE THIRD PARTY LICENSE PROVISIONS. MIRA RESERVES ALL RIGHTS NOT EXPRESSLY SET FORTH HEREIN.

(c) Mira Solution.

Subject to your compliance with this Agreement, Mira grants you and your designated users (“User”) a limited revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Mira Solution, internally for the sole purpose for which it is intended, during the Subscription Term. Other than as specifically provided herein, neither you nor any User may modify, alter, decompile, disassemble, reverse-engineer, or create Derivative Works based on Mira’s Solution. You are solely responsible for the acts and omissions of your Users.

(d) Your Content. Any thing you do or say using the Mira Solution may be seen or heard by individuals you interact with when using the Mira Solution; therefore, you have no reasonable expectation of privacy when using the Mira Solution. You are generally allowed to communicate, post pictures and other materials (“Content”) with other registered Users. It is unlawful to record others without their express knowledge and consent. Further, you are generally prohibited from using the Content of other Users (“Third-Party Content”). In the case of recording other Users or using Third-Party Content you must obtain express written permission from the applicable person prior to recording or using Third-Party Content. Mira, in its sole discretion, may request that you produce a record and/or proof that your use of Third-Party Content is lawful and not in violation of this Agreement. You are solely responsible for the safekeeping and storage of your Content and Mira is not responsible for maintaining copies of your Content. You retain rights to your Content. However, by using the Mira Solution and submitting Content, you hereby grant Mira a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to: (i) use, reproduce, distribute, display and perform your Content, in connection with making the Mira Solution available to you and other Users; and (ii) monitor your interaction with other Users and collect trend and usage statistics. The term of this limited license expires upon expiration or termination of this Agreement.

(e) Feedback. You understand that Mira may monitor your use of the Mira Solution for the purposes of evaluating your interaction with certain features and functions so that enhancements can be made to the same. Accordingly, you hereby agree to work with Mira to provide reasonably requested feedback on the Mira Solution. In addition, you hereby assign to us any ideas or recommendations (whether or not patentable) that are observed, conceived, learned, or reduced to practice, but only to the extent that such invention, idea, or know-how relates to the use and operation of the Mira Solution.

3. RESTRICTIONS

You shall not use the Mira Solution for any purpose that violates any applicable federal, state or local laws, rules and regulations or is or would reasonably be deemed to be abusive, harassing, threatening or offensive to others. With respect with the Mira Solution you agree not to do the following: (i) reverse engineer or reconfigure the Mira Solution or any of its elements or components, (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to do the same; (iii) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms, including without limitation any such mechanism used to restrict or control the functionality; (iv) derive the source code or the underlying ideas, algorithms, structure or any component thereof; (v) alter, adapt, modify or translate the Mira Solution in any way for any purpose, including without limitation error correction; (vi) violate or breach any Third Party License provision; and/or (vi) distribute, rent, loan, lease, sell, transfer and/or grant any rights in Mira Solution or modifications thereof in any form, to any person or entity, except as expressly permitted by us in a separate written agreement.

4. SERVICES

(a) Support. Mira shall provide you with technical and other general support during the Subscription Term. Customer service includes: (i) email and telephonic support that is available during between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Standard Time) Monday through Friday (except holidays observed by Mira).

(b) Mira Solution. Maintenance of a hosting environment that you can access and use Services through an URL accessible via the Internet; and use of industry standard means to provide a secure connection to the Internet to provide you with remote access on a twenty-four (24) hour per day, seven (7) day per week basis (excluding scheduled maintenance downtime). Mira shall provide prior notice of maintenance downtimes except when circumstances beyond Mira's control limit its ability to do so. You understand that Mira, in its sole discretion, may use a third-party subcontractor (such as Amazon Web Services or Microsoft Cloud Services) to make the Mira Solution available to you. Access and use of the Mira Solution may be subject to additional fees.

5. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

(a) Intellectual Property Rights. Intellectual Property Rights means any and all right, title and interest, arising or existing as of the date of this Agreement, or at any time thereafter, anywhere in the world, including, but not limited to, all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty in any technology, system, invention, discovery, know how process, method, information, medium or content, including, but not limited to, text, print, pictures, photographs, video, marks, audio, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship and any form, method or manner of expression or communication now known or hereinafter becoming known.

(b) Proprietary Rights. All Intellectual Property Rights in the Mira Solution shall remain Mira's property. All logos, trademarks, buttons, icons, images, text, and/or graphics used in connection with the Mira Solution (collectively referred to as "Mira's Content") are protected under U.S. copyright laws, international treaties, and are exclusively owned and/or controlled by Mira. **UNAUTHORIZED USE,**

COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF MIRA CONTENT IS PROHIBITED.

6. DELIVERY, RISK OF LOSS AND PAYMENT

(a) Product Delivery. Mira will notify you of your shipping and delivery options (when applicable).

(b) Risk of Loss. All title, risk of loss and/or damage to the Products shall pass to you upon delivery to the location you specify. If title passes to Mira before we receive payment in full, Mira will retain a purchase money security interest in each item of Product equal to the amount due. Mira may file at any time a copy of this Agreement including the Order Form with appropriate state authorities as a financing statement in order to perfect Mira's security interest under the Uniform Commercial Code ("UCC"). You agree to execute from time to time, any UCC financing statements or other documents considered by Mira to be necessary to perfect or protect its security interest in the Product for which Mira has not received payment in full.

(c) Payment. Fees and payment are set forth in the applicable Order Form. Late payments will accrue interest at the rate of 1.5% per month until paid in full. If payments are not received within thirty (30) days after invoice, Mira shall have the option to suspend your Profile and use of the Mira Solution.

(d) Taxes. If Mira is required to pay or collect any federal, state, local, value-added, goods and services, or any other similar taxes or duties based on the Mira Solution provided under this Agreement, then such taxes and/or duties shall be invoiced to and paid by you pursuant to the terms herein.

7. THIRD PARTY COMPONENTS REQUIRED

We do not provide you with access to the Internet, mobile device and/or other equipment necessary to access and use the Mira Solution. You are responsible for fees associated with the Internet, hardware, platform access and other related costs ("Third Party Components") needed to properly access and use the Mira Solution. Third Party Components are owned or operated by third parties. Some Third Party Components may collect data or solicit personal information from you. We neither own nor control any Third Party Components and are not responsible for their actions or requirements. Please read the terms and conditions and privacy policies associated with the use of the applicable Third Party Components.

8. MOBILE NETWORK AND GPS

(a) Mobile Network. Your use of the Mira Solution may be subject to separate fees from your mobile telecommunications provider. Your telecommunications provider is solely responsible for mobile services it provides you and Mira assumes no responsibility for such service or the payment of fees associated with your mobile device.

(b) GPS Tracking. You understand that your mobile device is equipped with a GPS application and that this data may be used in connection with your use of the Mira Solution. **BY USING**

THE MIRA SOLUTION YOU CONSENT TO GPS LOCATION TRACKING THAT MAY OCCUR AS A RESULT OF YOUR USE.

9. HIGH RISK USE PROHIBITED

The Mira Solution is not designed to be used in high risk or dangerous environments or in connection with similar activities. Augmented reality experience or other similar services should only be used in safe environments that you are familiar with. **USE OF THE MIRA SOLUTION IS DONE AT YOUR OWN RISK AND YOU AGREE THAT MIRA SHALL NOT BE HELD LIABLE FOR ANY PHYSICAL OR OTHER HARM THAT YOU OR OTHERS SUSTAIN IN CONNECTION WITH YOUR USE OF THE SAME.**

10. HEALTH WARNING

A very small percentage of Users may experience seizures when exposed to certain light patterns, flashing lights or backgrounds when using the Mira Solution. Additional use of the Mira Solution may cause dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions. **IMMEDIATELY discontinue use of the Mira Solution and consult your physician if you experience any of the abovementioned symptoms. Please also review the notices associated with the applicable Third Party Components used to enable augmented reality experience.**

11. DISCLAIMER OF WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU UNDERSTAND AND AGREE THAT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MIRA AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE AVAILABILITY OF THE MIRA SOLUTION OR THE CONTENT YOU OR OTHER USERS SUBMIT. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. MIRA DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE MIRA FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY PRODUCT OR SERVICE OFFERING BY ANOTHER USER, ANY ACTION OR INACTION BY ANOTHER USER, INCLUDING ANOTHER USER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT. THE FUNCTIONS AND FEATURES OF THE MIRA SOLUTION ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. MIRA DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MIS-DELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT. YOU ASSUME THE ENTIRE RISK OF LOSS OF CONTENT AND/OR DAMAGE DUE TO YOUR USE OF THE MIRA SOLUTION.

12. LIMITATION OF LIABILITY

MIRA, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MIRA SOLUTION, EVEN IF MIRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

13. INDEMNIFICATION

(a) General. You shall indemnify, defend and hold Mira and its officers, directors, shareholders and agents harmless for any and all losses, costs, disputes, demands claims and liabilities (including reasonable attorneys' fees and other applicable expenses) arising out of or incurred due to: (i) your breach of this Agreement; (ii) your use or misuse of the Mira Solution; (iii) your unauthorized use of Third Party Content or unlawfully recording other Users; (iv) violation of any law or the rights of any third party; (iv) your use or misuse of any Third Party Component; and/or (v) your User's use or misuse of the Mira Solution.

(b) Intellectual Property. Mira shall indemnify, defend and hold you and your affiliates, directors, officers and/or employees, and/or Users harmless from any and all liabilities, losses, damages, suits, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other applicable expenses) relating to third-party claims that Mira Solution infringes upon that party's intellectual property rights ("Infringement Claim"). Mira's obligation under this Section 13(b) is contingent upon your prompt written notice of any such claim and reasonable assistance in defending any such Infringement Claim.

(c) Remedies. Should any Mira Solution become, or in Mira's opinion be likely to become, the subject of an Infringement Claim, Mira will, at its option and expense, either: (i) procure the rights necessary for your continued use of the affected part of the Mira Solution; (ii) replace or modify the affected part of the Mira Solution to make it non-infringing, provided such non-infringing part of the Mira Solution performs and offers a substantially similar level of functionality and features as found in the infringing part of the Mira Solution; or (iii) terminate the rights to the affected part of the Mira Solution and, upon your certified deletion or destruction of the part of the Mira Solution, refund any pre-paid fees for the applicable part of the Mira Solution (on a pro-rata basis).

(d) Exclusions. Notwithstanding the foregoing, Mira will have no obligation under this Section 13(d) or otherwise with respect to any claim to the extent based on: (i) use for a purpose or in a manner for which the Mira Solution was not designed as set forth in this Agreement; or (ii) any modification to Mira Solution made without Mira's express written approval.

14. WARRANTY, DEFECTIVE PRODUCT POLICY, AND DISCLAIMER

(a) Warranty. Mira warrants that the Mira Solution will perform in accordance with the applicable specifications and that it will perform Services in professional, workmanlike manner and according to recognized industry standards applicable to firms performing similar Services.

(b) Defective Product Policy. All Products sales are final. However, we do accept exchanges for unused defective Products within 30 days of purchase date provided the merchandise has not been used or worn. We will gladly replace defective Products so long as the Product is returned to us in original packing box and is accompanied by your Order. Mira, reserves the right to either accept or reject exchange requests, in its sole discretion, if it determines that Product(s) returned for exchange: (i) have been used and/or (ii) are not returned in its original packing box and/or accompanied by the Order confirmation. Please contact us at info@miralabs.com to request an exchange authorization for defective products. Please include your Order number, name and delivery address used at the time of purchase in you exchange request. All authorized exchanges must be sent to us at: Mira Labs, Inc., 910 South Broadway, 5th Floor, Los Angeles, California 90015.

(c) Disclaimer of Warranties. You hereby represent, warrant and agree that: (i) you have the full right power and authority to enter into this Agreement, to grant the rights agreed to be granted hereunder and to perform all of its duties and obligations hereunder, (ii) there are not any judgments, orders, claims or litigation pending, or to the best of your knowledge threatened, which will impair, restrict, interfere or impede you from performing the obligations hereunder; (iii) that you have obtained all necessary approvals for each signed Order Form; and (iv) that you are a valid, existing legal entity in your state(s) of formation and that you are not prohibited or prevented from conducting business in accordance with the terms of this Agreement. You acknowledge that Mira is entering into this Agreement in reliance on the warranties herein made by you.

15. MODIFICATION AND TERM

(a) Modification. Mira reserves the right, in its sole discretion, to discontinue, change, improve and/or correct the Mira Solution at any time. The Mira Solution may not be available during maintenance breaks and other times. We may also decide to discontinue the Mira Solution or any part thereof in our sole discretion. You are responsible for regularly re-viewing the terms of the Agreement and other applicable terms and notices. Continued use of the Mira Solution constitutes your consent to such changes. When changes are made we will update the "Last Revised" date located at the top of the Agreement.

(b) Termination. You may terminate your Subscription at any time by providing us with thirty (30) days prior written notice. Mira reserves the right to terminate this Agreement for any reason in its sole discretion.

(c) Effect of Termination. Upon expiration or termination of this Agreement you shall: (i) will cease use of the Mira Solution and will pay all outstanding fees and/or expenses incurred before the effective date of termination; and (ii) the following Sections shall survive: 6(c)(d); 12; 13; 14; 15(c); and 16.

16. ADDITIONAL PROVISIONS

(a) Force Majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control or actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of the Mira Solution).

(b) Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or invalid, then, to the full extent permitted by law, (i) the provision found to be illegal, unenforceable or void shall be deemed amended and the court having jurisdiction shall be requested to reform such provision to the extent necessary to make it legal and enforceable while preserving the intents of the parties reflected therein; and (ii) such illegality, unenforceability or invalidity will not affect or impair the remaining provisions, which shall continue in full force and effect.

(c) Choice of Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A. without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply hereto.

(d) Dispute Resolution. Any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by

arbitration to be held in Los Angeles, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's actual attorneys' fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred in connection with arbitration and enforcement of the judgment. No dispute may be brought by either party eighteen (18) months after the termination or expiration of this Agreement. Notwithstanding the foregoing, Mira may seek injunctive or other equitable relief to protect its Intellectual Property Rights in any court of competent jurisdiction.

(e) No Class Actions. YOU AND MIRA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MIRA agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (i) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Agreement shall remain in full force and effect; and (ii) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.

(f) No Assignment. You may not assign this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of Mira. Any attempted assignment or transfer in violation of the foregoing will be null and void.

(g) Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

17. CONTACT INFORMATION

Please contact us with any questions and comments that you may have about the Mira Solution and/or this Agreement at: Mira Labs, Inc., 910 South Broadway, 5th Floor, Los Angeles, California 90015, info@mirareality.com.