

END USER LICENSE AGREEMENT

Mira Labs, Inc. (“Mira”, “we” or “us”) will grant you (“you”, “your” or “user”) the right to use Mira’s mobile application and related software (“Mira App” or “App”) conditioned specifically on your agreement to all of the terms and conditions of this End User License Agreement (“Agreement”). All references to this Agreement include the then current Privacy Policy posted on the App or on Mira’s website. Please review the Terms of Use and Privacy Policy.

By clicking “Accept”, downloading, accessing, or otherwise using the Mira App, you agree to be bound by this Agreement.

If you do not agree to the terms and conditions of this Agreement, do not download, access, or otherwise use the Mira App.

PLEASE CAREFULLY REVIEW THIS AGREEMENT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE PRIVACY POLICY, THE TERMS OF THIS AGREEMENT WILL GOVERN.

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CONCERNING YOUR USE OF AND ACCESS TO THE APP. BY ACCESSING, USING AND/OR DOWNLOADING ANY MATERIALS OR CONTENT FROM THE APP, YOU AGREE TO FOLLOW AND BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE APP.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND MIRA WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. PLEASE REVIEW THE SECTION BELOW TITLED DISPUTE RESOLUTION; ARBITRATION AGREEMENT FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH MIRA.

WITHOUT LIMITING THE GENERALITY OF ANYTHING CONTAINED HEREIN, MIRA MAKES NO REPRESENTATIONS WITH REGARD TO ANY CONTENT ON THE APP, OR ANY INFORMATION PROVIDED THROUGH THE APP. YOU MAY BE ABLE TO ACCESS AND DOWNLOAD, AND OTHERWISE USE, CONTENT WITHIN THE APP. YOUR USE OF THE CONTENT IS AT YOUR OWN RISK, AND THE CONTENT IS PROVIDED AS IS. THE CONTENT MAY HAVE BEEN PROVIDED BY MIRA, OR BY THIRD PARTIES, AND IT IS YOUR RESPONSIBILITY TO REVIEW THE CONTENT AND ENSURE THAT IT IS ACCURATE BEFORE RELYING ON. YOUR RELIANCE UPON THE CONTENT OBTAINED OR USED BY YOU THROUGH THE APP IS SOLELY AT YOUR OWN RISK.

BY USING THE APP, YOU ACKNOWLEDGE AND AGREE THAT ALL CONTENT IS PROVIDED AS IS AND MIRA MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT.

Use Requirements:

You must have location services and notifications turned on for the App to function as intended. You must be logged in to the App for the app to function as intended. The App may include or provide third party content subject to the terms of this Agreement. Mira may, but has no obligation to, investigate improper conduct detected or suspected through use of the App.

Additional Agreements:

By agreeing to this Agreement, and by using the App, you agree that you have read and will comply with Mira's Data Ownership Policy, and Mira's Beta Usage Terms. Please carefully review each document through the links provided in the previous sentence before using the App.

BY USING THE APP, YOU REPRESENT AND WARRANT TO MIRA THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE APP ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. REFERENCE TO "YOU" AND "YOUR" IN THIS AGREEMENT WILL REFER TO BOTH THE INDIVIDUAL ACCESSING THE APP AND TO ANY SUCH ORGANIZATION.

1. Subject to this Agreement, Mira grants you the limited, nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable right and license to use the Mira App only for your personal, non-commercial purposes on any user product ("**Device**") that you own or control, provided such Device operates with any platform then compatible with the App ("**Platform**").
2. The App may collect and use device information and device related information, including but not limited to sensor data.
3. You may use the App only in complete conformity with all applicable laws and regulations and with this Agreement. Notwithstanding the governance of these Terms, you may have additional obligations and responsibilities to adhere to in the jurisdiction in which you practice medicine or another health profession. Your use of the App in a manner that violates this Agreement, or violates any law, could result in termination of your access to the App and further action as described in this Agreement.
4. All uses of the Mira App and each Device must comply with, in all instances, the then applicable rules, requirements and terms of each applicable Platform.

5. You agree not to operate the App in a manner that is illegal, unsafe, reckless, or contrary to this Agreement.

BY CLICKING "AGREE" YOU AGREE NOT TO:

- (a) probe, scan, or test the vulnerability of any system or network;
- (b) breach or otherwise circumvent any security or authentication measures;
- (c) access, tamper with, or use non-public areas or parts of the App, or shared areas of the App you haven't been invited to;
- (d) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the App;
- (e) access, search, or create accounts for the App by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- (f) send unsolicited communications, promotions or advertisements, or spam;
- (g) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- (h) promote or advertise products or services other than your own without appropriate authorization;
- (i) abuse referrals or promotions to get more storage space than deserved;
- (j) circumvent storage space limits;
- (k) publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- (l) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- (m) violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading;
- (n) violate the privacy or infringe the rights of others;
- (o) conduct fraudulent activity in connection with your use of the App including claiming a false affiliation, such as accessing another person's account, impersonating any person or entity, or falsifying your age;

- (p) assist someone in violating any of the terms of this Agreement or the Terms of Use;
- (q) reverse engineer or otherwise attempt to discover any portion of the App's source code;
- (r) collect personal information about any other users or third parties without consent; and
- (s) use it on behalf of any competitor unless by written authorization from Mira.

Mira accepts no liability for any civil fines or criminal sanctions arising from your operation of the App.

6. The license granted herein does not include any right to make or distribute copies of the Mira App, to use the Mira App for the benefit of any third party or to monetize use of the Mira App. Without limiting the generality of the foregoing, any access to the Mira App or the services accessible through the Mira App by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.
7. Except as expressly granted herein, no other license under any proprietary or intellectual property right, including but not limited to patent, copyright, trade secret, trademark or otherwise is granted to or conferred to you by this Agreement. All other rights other than those specifically granted herein are reserved by Mira.
8. You agree not to associate, input or upload to or through any Mira App any virus, Trojan horse, worm, time bomb or other computer programming routines that (i) is intended to damage, interfere with, intercept or expropriate any Mira system or technology or (ii) infringe the intellectual property rights of another.
9. This Agreement is effective upon your acceptance downloading, accessing, using, and/or clicking "accept" and shall remain in full force and effect thereafter until terminated as provided herein ("**Term**").
10. You may terminate this Agreement for convenience at any time by deleting the App from all Devices that you own or control.
11. We may terminate this Agreement for convenience at any time with or without notice to you. In addition, with respect to any user, this Agreement will terminate automatically in the event you breach, or Mira has reason to believe you will breach, the paragraphs herein related to intellectual property.
12. At termination of this Agreement for any reason whatsoever all licenses granted by Mira hereunder shall immediately terminate and you shall immediately cease and desist from all access to and use of the Mira App.

13. You grant Mira a perpetual, irrevocable, sublicenseable, transferable, royalty free right and license to use, in whole or in part, or in the aggregate, all data, information, and content collected through your use of the App. The license granted herein shall survive termination of this Agreement.
14. We may at any time, change, update, modify, or terminate any service that may be accessed through the Mira App including, without limitation, to improve a service or its functionality; add or remove access to a service; improve ease of use for you or us; correct an error or bug; prevent or discontinue harmful or improper access to services; prevent or discontinue unauthorized use of services; comply with a Platform provider or government request; or comply with a statute or judicial order.
15. We may suspend or terminate your rights in and to the Mira App or services accessible through the Mira App in our sole discretion including, without limitation, if a newer version of the Mira App or a service therein is available, to improve the Mira App or a service or any functionality therein; to add or remove access to a service accessible through the Mira App; to improve ease of use for the you or to us; to correct an error or bug; to prevent or discontinue harmful, improper nor unauthorized access to the Mira App or a service therein; to comply with a Platform or government request; or to comply with a statute or judicial order.
16. You acknowledge and agree that the Mira App contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and any code contained in the Mira App and other content available through the Mira App. The trademarks, service marks and logos used and displayed on this Mira App are registered and unregistered trademarks of Mira and others. Nothing in this Mira App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the Mira App, without the written permission of the trademark owner. Mira and its licensors reserve the right to enforce its and their intellectual property rights to the fullest extent of the law. All images on the Mira App are legally protected and are not to be used, reproduced, modified or distributed without written consent of Mira or its licensors. You may not and will not permit others to contest, object to, or otherwise challenge our proprietary interest in and ownership of the Mira App and the Proprietary Information.
17. You and we acknowledge that, in the event of any third party claim that your possession and use of the Mira App infringes that third party's intellectual property rights, Mira, not the Platform, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
18. As between you and us, the Mira App, the content and information therein, and the look and feel of the Mira App, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing, are the exclusive property of Mira and/or its licensors, and shall be considered and treated by

you as the proprietary information of Mira (“**Mira Proprietary Information**”). You acknowledge and agree that Mira is the owner of the Mira Proprietary Information and you agree that you have no right, title, or interest in any of the Mira Proprietary Information except the right to use the Mira App under and in compliance with the license granted here. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Mira Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Mira Proprietary Information, or any portion thereof, without the prior written consent of Mira, which may be withheld in Mira’s sole discretion. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of our ownership of the Mira Proprietary Information or any right, title or interest therein or any portion thereof.

19. You acknowledge and agree that Mira is the owner of or has rights to the Mira trademark and such other names, marks, and logos and other intellectual property Mira used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof (“**Mira Marks**”). You agree that you have no right, title, or interest in any of the Mira Marks. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of Mira’s ownership of or right to the Mira Marks and the Proprietary Information or any right, title or interest therein or any portion thereof.
20. You agree not to remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the Mira App. You further agree not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the Mobile App, regardless of your location, i.e. outside of the U.S. Without limiting the generality of the foregoing, in those jurisdictions where law grants you rights to translate, decompile, reverse engineer, or disassemble the Mira App, that you can’t waive, and to the extent required by law, you may exercise such rights to translate, decompile, reverse engineer, or disassemble to the extent necessary to achieve interoperability of the Mira App with an independently created program, but solely in the event that the information necessary to achieve interoperability of the Mira App with an independently created program has not been made available to you by Mira within a reasonable time upon your written request. Such decompilation shall be restricted to the parts of the Mira App that is necessary to achieve interoperability.
21. Without limiting the generality of the foregoing, you acknowledge that Mira has the rights to all information you access from or in the Mira App (“**Proprietary Information**”). You agree that you have no right, title, or interest in any of the Proprietary Information except under and in compliance with this Agreement. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to

use the Proprietary Information, or any portion thereof, without the prior written consent of Mira, which may be withheld in Mira's sole discretion.

22. We attempt to ensure that information on the App is complete, accurate and current. Despite our efforts, the information on the App may be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on the App. All features, content, specifications, products, colors and prices of products and services described or depicted on the App are subject to change at any time without notice. Certain measurements and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of any applicable products, including the applicable colors. The actual color you see, however, will depend on your computer system and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services in the App at a particular time does not imply or warrant that those products or services will be available at any time. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice and in our sole and absolute discretion, to limit the order quantity on any product or service, to refuse service to any prospective user or user and/or to refuse access to the App by any user or prospective user. We also may require verification of information prior to the acceptance and/or shipment of any order.
23. All materials provided on the App, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services ("Materials" or "Content"), are provided either by Mira or by respective third party authors, developers or vendors ("Third Party Providers") and are the copyrighted works of Mira and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of Mira and/or a Third Party Provider. Also, you may not "mirror" or "archive" any Materials contained on the App on any other server without Mira's prior express written permission.
24. Any unauthorized use of any Materials contained on the App may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

25. The App may contain links or have references to websites controlled by parties other than Mira. Mira is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites. Mira is providing these links to you for information purposes as a convenience, and the inclusion of any link does not imply endorsement by Mira of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by Mira. You should not rely on any of the information found on the web sites for purposes of treatment or diagnosis. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.
26. You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity.
27. Mira reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any Mira site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including any Mira site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.
28. Mira does not accept Submissions from persons under the age of 13 (“Child” or “Children”). Furthermore, Mira does not accept any user who is a Child. You are ineligible to use the App if you are under the age of 13. If you are under the age of 18, you must have your parent or legal guardian set up your account and have them agree to these terms. If you are under the age of 18, your parent or legal guardian’s consent to these terms is ongoing and they hereby warrant that they will review these terms for changes, and if any occur, that they will be amenable thereto until you reach age 18, at which point you hereby give your consent to these terms. Furthermore, to the extent any user under the age of 18 makes a Submission of copyrighted materials heretofore, their parent or legal guardian hereby grants Mira all rights to utilize the copyright and image / likeness embodied therein as further enumerated in this Agreement.
29. All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent (or the consent of their parent or guardian if they are under the age of 18). If you do so, Mira reserves the right to cancel or suspend your account. Furthermore, Mira reserves the right to cancel or suspend your account,

if in its sole discretion, it believes you are using Mira for improper purposes, or any purpose inconsistent with its business.

30. We are not, and you acknowledge that the Platform is not, obligated to provide any support or maintenance services to you related to the Mira App. Any complaints related to the Mira App can be addressed to support@mirareality.com.
31. You agree to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the Mobile App.
32. The Mira App is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), any user who is a U.S. Government end user acquires the Mira App with only those rights set forth herein.
33. IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE USE OF THE MIRA APP IS ENTIRELY AT YOUR OWN RISK. THE MIRA APP IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, ACCESSIBILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY MIRA TO THE FULLEST EXTENT PERMITTED BY LAW. MIRA MAKES NO WARRANTY WITH RESPECT TO THE SECURITY, TIMELINESS, CONTENT OR PERFORMANCE OF THE MIRA APP. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES USER SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.
34. IF YOU ARE AN INDIVIDUAL ACTING AS A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE TOTAL LIABILITY OF MIRA AND ITS LICENSORS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED \$100 IN THE AGGREGATE AND NEITHER MIRA NOR THE PLATFORM SHALL BE LIABLE TO YOU OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR

COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, USE OF THE MIRA APP OR OTHERWISE, EVEN IF MIRA OR THE PLATFORM HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MIRA OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

35. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The exclusive venue any Claims that arise from this Agreement is Los Angeles, California.
36. We will work in good faith to resolve any issue you have with the App working in accordance with the stated specifications we provide, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to your satisfaction.

In the interest of resolving disputes between you and Mira in the most expedient and cost-effective manner, you and Mira agree that ALL disputes arising out of or related to this Agreement and/or your use of any of Mira's products, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of this Agreement and any other contractual relationship between you and Mira. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MIRA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

IN ALL INSTANCES, MIRA WILL SELECT THE ARBITRATOR.

37. Notwithstanding the paragraph above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; and (c) seek injunctive relief in a court of law.
38. If you desire to assert a claim against Mira, and you therefore elect to seek arbitration, you must first send to Mira, by certified mail, a written Notice of your claim ("Notice"). The Notice to Mira should be addressed to: Mira Labs, Inc., Legal Department 910 S Broadway, 5FL Los Angeles, CA 90015 ("Notice Address"). If Mira desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Mira, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Mira and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Mira may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Mira or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association ("AAA") at www.adr.org. If you are required to pay a filing fee, after Mira receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association, as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement, including this arbitration agreement. Any arbitration hearing will take place at a location decided by Mira in Los Angeles, California. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Mira's last written settlement offer made before an arbitrator was selected (or if Mira did not make a settlement offer before an arbitrator was selected), then Mira will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any

party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator shall award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

39. 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 (a) 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 (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.
40. Mira may give notice by means of a general notice on the App, electronic mail to your e-mail address on record in Mira's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Mira's account information. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by confirmed facsimile, email or posting to the App. Furthermore, Mira complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to Mira's designated agent via email at jreider@buchalter.com or via registered US mail sent return receipt to: DMCA Compliance Agent, Mira Labs, Inc., 910 S Broadway, 5FL Los Angeles, CA 90015.
41. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY MIRA, THE MATERIALS ON THE APP ARE PROVIDED "AS IS," AND ARE FOR USE AS CONTRACTED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, MIRA AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE APP, THE MATERIALS, AND THE GOODS AND SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF GOODS AND SERVICES EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. MIRA AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, GUARANTIES OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE APP AND THE GOODS, SERVICES AND/OR MATERIALS ASSOCIATED WITH THE APP, OR THE RESULTS YOU MAY OBTAIN BY ACCESSING OR USING THE APP AND/OR THE GOODS, SERVICES AND/OR MATERIALS ASSOCIATED THEREWITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MIRA AND ITS

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