

Terms and Conditions

Welcome to the Terms of Use of AROHA LABS PTE. LTD., a company incorporated under the laws of Singapore (“MiraAI”). These Terms of Use (as amended from time to time and together with any documents expressly incorporated by reference, these “Terms of Use”), effective as of December 12th, 2024 (the “Effective Date”), set forth the terms governing the provision, access and use of the MiraAI Platform (as defined below) by you (“Customer”) and any Authorized Users (as defined below) of MiraAI applications (including any new versions, updates or upgrades) on or through www.flows.mira.network, whether as a guest or a registered user. Each of MiraAI and Customer may be referred to herein individually as a “Party” or collectively as “Parties”.

1. ACCESS TO THE MIRA AI PLATFORM.

1.1: General. From time to time, MiraAI and Customer may enter into order forms that expressly reference, and are governed by, these Terms of Use and are executed by an authorized representative of each Party (each, an “Order Form”). Each Order Form is hereby incorporated by reference.

1.2: Changes to Terms of Use. MiraAI reserves the right, at its sole discretion, to change or modify portions of these Terms of Use at any time. If MiraAI does this, MiraAI will post the changes on this page and will indicate at the top of this page the date these Terms of Use were last revised. Customer may read a current, effective copy of these Terms of Use by visiting www.flows.mira.network. MiraAI will also notify Customer of any material changes, either through the MiraAI Platform (as defined below) user interface, a pop-up notice, email, or through other reasonable means. Customer’s continued use of the MiraAI Platform (as defined below) after the date any such changes become effective constitutes acceptance of the new Terms of Use. Customer should periodically visit this page to review the current Terms of Use so Customer is aware of any revisions. If Customer does not agree to abide by these or any future Terms of Use, Customer will not access, browse, or use (or continue to access, browse, or use) the MiraAI Platform (as defined below).

1.3: Access Grant. MiraAI will use commercially reasonable efforts to make MiraAI’s proprietary platform that allows you to use AI Technology (as defined below) (the “MiraAI Platform”) available to Customer and Customer’s Affiliates (as defined below). Subject to the terms and conditions of these Terms of Use, MiraAI hereby grants Customer and Customer’s Affiliates the limited, non-exclusive, non-transferable, non-sublicensable right to access and use the MiraAI Platform during the Term (as defined below), solely for purposes of managing and servicing the number of units set forth in the Order Form (each, a “Unit”) at properties of Customer and Customer Affiliates. For purposes of these Terms of Use, “Affiliate” means any legal entity of which Customer owns, directly or indirectly, fifty percent (50%) or more of the voting stock or other equity interest which provide Customer the control to direct the Affiliate’s compliance with these Terms of Use. Any such entity controlled by Customer will be considered an Affiliate for only such time as such voting stock or other controlling equity interest is maintained.

1.4: Restrictions and Responsibilities. Customer will not provide access to the MiraAI Platform except to its and any of its Affiliates’ employees, contractors and consultants who assist in managing and/or servicing properties of Customer or any Customer Affiliate (“Authorized Users”). For clarity, the employees, contractors and consultants who assist in managing and/or servicing properties of any Customer Affiliate are no longer Authorized Users immediately upon such time as the applicable entity no longer meets the definition of “Affiliate”. Customer is and will be liable for the acts or omissions of its Affiliates and its Authorized Users in violation of these Terms of Use as if they were “Customer” hereunder. Customer will not, and will not permit any Authorized User to, use the MiraAI Platform for

any purpose other than the purposes expressly set forth herein. Customer will not, and will not permit any Authorized User to, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the MiraAI Platform; (b) modify, translate, or create derivative works based on the MiraAI Platform; (c) use the MiraAI Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than an Authorized User); (d) remove any proprietary notices or labels; or (e) use the MiraAI Platform to develop or improve a product or service that is competitive to the MiraAI Platform. Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the MiraAI Platform, including modems, hardware, server, software, operating system, networking, web servers and the like. Customer will also be responsible for maintaining the confidentiality of Customer's and its Authorized Users' usernames, passwords and account details, and for any actions taken by parties with access to such usernames and passwords. Customer will not, and will ensure that its Authorized Users do not, disclose such usernames and passwords to any third parties (other than Authorized Users). Customer will inform MiraAI immediately if it discovers that any such username and/or password has been disclosed or made available to a third party, or that any unauthorized third party is otherwise accessing or using the MiraAI Platform. Without limiting any other rights or remedies set forth herein or available pursuant to law, MiraAI may immediately suspend Customer's or any Authorized User's access to the MiraAI Platform if Customer is in breach of any term or condition of these Terms of Use.

1.5: License to Customer Data. Customer hereby grants to MiraAI a non-exclusive, royalty-free, fully paid up, non-sublicensable (except to contractors, consultants and service providers of MiraAI), non-transferable right and license to copy, distribute, display, create derivative works of and otherwise use the data and information (a) uploaded, input or otherwise made available by or on behalf of Customer or any Customer Affiliate to or through the MiraAI Platform, including through the Third Party Services (as defined below) and (b) the Outputs (as defined below) (the "Customer Data") to (i) provide the MiraAI Platform and otherwise perform MiraAI's obligations under these Terms of Use, (ii) improve and develop products and services, including by training and developing models and/or algorithms, and (iii) create aggregated and/or anonymized data ("Aggregated Data"). For the avoidance of doubt, Aggregated Data is not Customer Data.

1.6: Feedback. Customer or any Customer Affiliate may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to MiraAI with respect to the MiraAI Platform or Evaluation Services (as defined below). MiraAI will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants to MiraAI a royalty-free, fully paid up, worldwide, transferable, sublicensable (through multiple tiers), irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback, and (b) use the Feedback and/or any subject matter thereof, including the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback. Customer acknowledges and agrees that Feedback is not Confidential Information (as defined below).

1.7: Evaluation Services. From time to time, each of Customer and Customer Affiliates may be invited to try certain services at no charge for a free pilot period or if such services are not generally available to customers (collectively, "Evaluation Services"). Evaluation Services will be designated as beta, pilot, evaluation, trial, limited release or the like. In the event Customer's or any Customer Affiliates' initial use of the MiraAI Platform will be pursuant to a free pilot period (the "Pilot Period"), the duration of the Pilot Period and the properties of Customer and any Customer Affiliate that will be included in connection with the use of the MiraAI Platform during the Pilot Period will be included in the Order

Form (provided, that, if the Parties have entered into a separate agreement for a pilot period, the terms of such agreement shall govern such pilot period and these Terms of Use will govern the use of the MiraAI Platform and any Evaluation Services made available thereafter). For the avoidance of doubt, the provision of the MiraAI Platform by MiraAI during the Pilot Period (if any) is deemed "Evaluation Services" hereunder. Evaluation Services are for Customer's internal evaluation purposes only and, notwithstanding anything to the contrary set forth herein, are provided "as is" without warranty of any kind, and may be subject to additional terms. MiraAI may discontinue Evaluation Services at any time in its sole discretion and may never make them generally available. MiraAI will have no liability for any harm or damage arising out of or in connection with any Evaluation Services.

1.8: Third Party Services. The MiraAI Platform may enable access to or integration with certain third party services, products, solutions, software, application programming interfaces and/or other technology which are currently or may be in the future utilized by Customer and with respect to which Customer has a separate contractual relationship with the applicable third party (collectively, the "Third Party Services"). The Third Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and Customer may be required to authenticate to or create separate accounts to use Third Party Services. Some Third Party Services may provide MiraAI with access to certain information that Customer or a Customer Affiliate has provided to such Third Party Services. Any data, information or other materials related to Customer or a Customer Affiliate collected via or received by MiraAI from any Third Party Service will be deemed Customer Data. MiraAI has no control over and is not responsible for such Third Party Services, including the accuracy, availability, reliability or completeness of information shared by or available through the Third Party Services, or on the privacy practices of the Third Party Services. MiraAI will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Services. Any dealings Customer has with third parties while using the MiraAI Platform are between Customer and the third party. MiraAI is not liable for any loss caused by or claim that may have against any such third party or that arise under Customer's agreements with any such third party.

1.9: Service Levels; Support. MiraAI will use reasonable efforts consistent with prevailing industry standards to provide the MiraAI Platform in a manner that minimizes errors and interruptions in accessing the MiraAI Platform. The MiraAI Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MiraAI or by third-party providers, or because of other causes beyond MiraAI's reasonable control, but MiraAI will use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption within MiraAI's control.

2. Definitions

2.1 Key Definitions

"MiraAI" refers to the company offering the Services, including its successors, subsidiaries, and assigns.

"User" or "you" refers to any individual or entity accessing or using the Services for any purpose, including but not limited to personal, professional, or commercial applications.

"Subscription Fees" refers to payments made in advance for access to the Services on a subscription basis, as determined by the plan selected.

"Payment Gateway" refers to third-party services facilitating payments for the Services, including credit card processors, digital wallets, and other payment mechanisms.

"Third-Party Services" refers to external providers or applications integrated with our Services to offer additional functionality or support.

"API Integrations" refer to the software tools and interfaces provided by MiraAI to enable connectivity and interoperability with third-party platforms.

2.2 Supplemental Definitions

These Terms may include additional definitions for specific contexts. Such definitions will be provided within the relevant sections to ensure clarity.

3. Jurisdiction and Governing Law

These Terms are governed by and construed in accordance with the laws of Singapore. By agreeing to these Terms, you consent to the exclusive application of Singaporean laws to govern all matters, rights, obligations, and disputes arising out of or relating to these Terms and the Services provided herein.

Any disputes arising under or in connection with these Terms, including disputes regarding their formation, validity, interpretation, or enforceability, shall be resolved exclusively through arbitration. Such arbitration will be conducted in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC).

The arbitration shall adhere to the following provisions:

Language and Proceedings: The arbitration proceedings shall be conducted in English to ensure accessibility and clarity for all parties involved.

Arbitrator Appointment: A single arbitrator or a panel of arbitrators shall be appointed in accordance with the SIAC Rules. The arbitrators must possess significant experience and expertise in resolving commercial disputes.

Finality of Award: The decision or award rendered by the arbitrator(s) shall be final, binding, and enforceable under the applicable laws. Parties expressly waive their rights to appeal the decision in any other forum, to the fullest extent permitted by law.

Costs and Fees: Unless otherwise determined by the arbitrator(s), each party shall bear its own legal costs and expenses. Any administrative or arbitrator fees will be split equally between the parties unless otherwise stipulated.

By opting for arbitration under the SIAC Rules, both parties commit to resolving disputes amicably without resorting to protracted court proceedings, thereby minimizing costs and ensuring a faster resolution process.

You further agree to waive any objection to the venue or jurisdiction of the arbitration in Singapore, including claims of inconvenience or forum non conveniens. This provision ensures that all parties have a clear and consistent pathway for addressing disputes in a neutral and internationally respected jurisdiction.

3.1 Arbitration Procedures

Language: The arbitration proceedings shall be conducted in English.

Venue: The arbitration shall take place in Singapore unless mutually agreed otherwise by the parties.

Binding Outcome: The award rendered by the arbitrator shall be final and binding upon the parties.

Costs: Each party shall bear its own costs of arbitration unless the arbitrator decides otherwise.

4. Services Offered

MiraAI provides cutting-edge artificial intelligence solutions and tools designed to assist users in automating and optimizing a variety of workflows. Our Services are intended to meet the needs of

diverse users, ranging from individual professionals to large enterprises. MiraAI leverages state-of-the-art machine learning algorithms, predictive analytics, and robust process automation capabilities to ensure users achieve improved efficiency, accuracy, and innovation in their respective domains.

4.1 Service Features

- **API Access:** For enhanced flexibility and integration, MiraAI provides access to its functionalities via application programming interfaces (APIs). These APIs allow users to embed MiraAI's features directly into their existing systems and workflows, ensuring seamless operation and minimal disruption.
- **Scalability:** The Services are designed to be scalable, supporting the needs of both individual users with limited requirements and large enterprises requiring comprehensive, high-volume solutions. This adaptability ensures that as your business grows, MiraAI can grow with you.
- **Third-Party Integrations:** MiraAI integrates seamlessly with various third-party tools and platforms to enhance its utility. Our integrations expand the functionality of the Services.

4.2 Service Availability

MiraAI is committed to delivering reliable and uninterrupted access to its Services. To achieve this, we deploy industry-standard practices in infrastructure management, including redundancy systems, regular maintenance schedules, and proactive monitoring. However, users should note that occasional downtime may occur due to factors such as:

Scheduled Maintenance: Essential updates and improvements to ensure optimal performance and security.

Technical Issues: Unforeseen circumstances such as server outages or connectivity disruptions.

Force Majeure Events: Events beyond our control, including natural disasters, cyberattacks, or government actions.

In such instances, MiraAI endeavors to minimize disruption and restore Services as quickly as possible. Users are encouraged to subscribe to our service notifications for timely updates regarding availability.

4.3 Limitations

While MiraAI aims to deliver highly accurate and reliable results, it is important for users to recognize the inherent limitations of any AI-based system. These include:

Dependence on Data Quality: The accuracy and reliability of outputs depend heavily on the quality, completeness, and relevance of input data.

Context-Specific Applications: AI models may not always account for unique contextual factors that could influence decision-making.

User Responsibility: Users must exercise judgment and consider additional factors before making critical decisions based on MiraAI outputs.

MiraAI disclaims liability for decisions made solely based on its outputs and encourages users to combine AI-generated insights with human expertise. By understanding these limitations, users can better leverage MiraAI's capabilities while managing expectations effectively.

This comprehensive approach to our Services ensures that users gain maximum value while maintaining awareness of the practical boundaries of AI technology.

5. Subscription and Payment Terms

MiraAI operates its services on a subscription-based model designed to offer flexible access to users. By subscribing, users agree to comply with the payment terms and conditions outlined below. These terms ensure clarity, transparency, and fairness for all parties involved while supporting the smooth operation of MiraAI's services.

5.1 Subscription Model

MiraAI's subscription model allows users to access its services upon payment of the applicable subscription fees. Subscriptions are structured across various timeframes, such as monthly, quarterly, or annually, enabling users to select the option that best aligns with their needs. The details of each subscription plan, including pricing, features, and validity, are transparently displayed on our official website and application platforms.

Users are required to pay the full subscription fee upfront to activate their access to MiraAI's services. This upfront payment ensures uninterrupted access to all features included in the chosen plan for the subscription period. Renewal of subscriptions is also contingent upon the timely payment of renewal fees, which are similarly payable in advance.

5.2 Payment Gateways

All payments for MiraAI's services are facilitated through secure third-party payment gateways. These gateways are vetted to ensure compliance with industry standards for data protection and secure financial transactions. By initiating a payment, users agree to adhere to the terms and conditions established by the respective payment gateway provider.

MiraAI is not liable for any technical errors, delays, or disputes arising from the operations of these third-party payment gateways. Users are encouraged to verify their payment details, including billing address, credit or debit card information, and account details, to avoid transaction failures. Additionally, users should monitor their accounts for unauthorized activities and report such incidents to both the payment gateway and MiraAI promptly.

5.3 Refund Policy

Subscription fees paid to MiraAI are non-refundable unless otherwise required by applicable laws. Before finalizing a payment, users are encouraged to thoroughly review the terms of their selected subscription plans, including any trial periods, to ensure suitability for their needs.

In rare instances where refunds are warranted under legal obligations, users must submit a formal refund request in writing. The request should include relevant details, such as the subscription plan, payment proof, and reason for the refund. MiraAI reserves the right to evaluate refund requests on a case-by-case basis and issue refunds at its sole discretion. Refunds, if approved, will be processed within a reasonable timeframe.

5.4 Payment Default

Timely payment of subscription fees is essential for maintaining uninterrupted access to MiraAI's services. Failure to complete payment by the due date may result in suspension or termination of the user's account. Users will be notified of pending payments through automated reminders sent to their registered email addresses or contact numbers.

Accounts suspended due to non-payment can only be reactivated upon settlement of the outstanding fees. Additionally, a reactivation fee may apply to cover administrative costs. Users are encouraged to monitor their payment schedules and set up automated payments where possible to avoid disruptions.

5.5 Price Changes

MiraAI reserves the right to modify subscription fees at its discretion. Any changes to pricing will be communicated to users through official channels, such as email notifications or updates on the website.

Price adjustments will not impact active subscriptions until the beginning of the next renewal period. For instance, if a user subscribes to an annual plan at a specific rate, that rate will remain applicable until the subscription's expiry, after which the revised pricing will take effect. Users dissatisfied with the updated pricing may opt not to renew their subscriptions without penalty.

5.6 General Payment Provisions

To enhance convenience and user experience, MiraAI supports multiple payment methods, including credit cards, debit cards, bank transfers, and digital wallets. The availability of payment methods may vary by region and is subject to the policies of the payment gateway providers. Users are advised to check the supported payment methods in their respective locations before proceeding.

MiraAI's commitment to maintaining transparency, coupled with users' adherence to these payment terms, ensures a seamless subscription experience for all stakeholders.

6. Third-Party Services and API Integrations

MiraAI's Services are designed to integrate seamlessly with a range of third-party services and application programming interfaces (APIs) to provide enhanced functionality and flexibility for users. These integrations empower users to connect MiraAI's capabilities with their existing tools and platforms. By utilizing these integrations, users agree to the following detailed terms:

6.1 Integration with Third-Party Services

General Acknowledgment: MiraAI integrates with various third-party services and APIs to expand its functionality and user capabilities. Users acknowledge that the performance, accuracy, reliability, and availability of these third-party services fall outside MiraAI's control.

Third-Party Terms and Conditions: Users agree to comply with the respective terms and conditions of any third-party services they use in conjunction with MiraAI. These terms may include licensing fees, usage restrictions, and obligations specific to the third-party provider.

Modification or Discontinuation: MiraAI reserves the right to modify, suspend, or discontinue access to third-party integrations at its sole discretion. Such modifications may occur due to changes in partnerships, updates to third-party terms, or technical constraints. MiraAI shall not be held liable for any loss or inconvenience arising from such modifications or discontinuations.

6.2 Data Sharing with Third Parties

Data Necessity: Certain third-party services require user data to operate effectively. MiraAI shares such data only as necessary and ensures it is conducted in compliance with its Privacy Policy and applicable legal standards.

User Consent: By enabling third-party integrations, users provide explicit consent for the sharing of necessary data with the relevant third parties.

Data Handling Practices: MiraAI performs due diligence in selecting integration partners and ensures that third-party providers adhere to industry-standard data handling and privacy practices. However, users acknowledge that MiraAI does not have direct control over third-party data practices.

Data Revocation: Users may revoke access to third-party integrations at any time, but this may impact the functionality or availability of certain MiraAI features.

6.3 Security of Integrations

Security Measures: MiraAI implements robust security protocols, including encryption and secure API authentication, to minimize risks associated with third-party integrations.

User Responsibilities: Users are responsible for safeguarding their API keys, passwords, and other credentials used in integrations. Unauthorized use of these credentials could compromise the security of the integration.

Monitoring Usage: Users are encouraged to regularly monitor the activity of third-party integrations and report any suspicious activity to MiraAI promptly.

Known Risks: While MiraAI strives to ensure secure integrations, users acknowledge that third-party integrations may introduce vulnerabilities due to external factors beyond MiraAI's control.

6.4 Indemnification for Third-Party Claims

User Accountability: Users agree to indemnify, defend, and hold harmless MiraAI, its affiliates, officers, and employees from any claims, damages, or liabilities arising out of:

- (a) Misuse of third-party services or API integrations.
- (b) Unauthorized access or actions performed using user-provided credentials.
- (c) Breaches of third-party terms and conditions by the user.

Notification of Claims: Users must notify MiraAI promptly in the event of any claims or legal proceedings related to third-party services to enable appropriate response and mitigation.

6.5 Limitations of Liability

Third-Party Limitations: MiraAI shall not be liable for damages, losses, or interruptions caused by the failure, error, or inaccessibility of third-party services. This includes but is not limited to data loss, downtime, or unauthorized access resulting from the integration.

Force Majeure Events: MiraAI is not responsible for disruptions to third-party services caused by events beyond its control, such as natural disasters, cyberattacks, or legislative changes affecting the third-party provider.

6.6 Updates and Compatibility

Continuous Improvements: MiraAI actively monitors third-party services and strives to maintain compatibility with updates and changes made by these providers. However, temporary disruptions may occur during transitions.

Deprecated Features: If a third-party provider discontinues a service or API, MiraAI will notify users and, where possible, provide alternatives or workarounds to minimize impact.

6.7 General Terms for Third-Party Integrations

Transparency: MiraAI will provide clear documentation and support to help users integrate with third-party services effectively.

Support Limitations: While MiraAI provides guidance for integrations, users are responsible for troubleshooting issues arising solely within the scope of the third-party service.

Integration Fees: Some third-party integrations may incur additional costs. These costs will be communicated to users in advance and are separate from MiraAI's subscription fees.

By agreeing to these terms, users affirm their understanding of the benefits and limitations associated with third-party integrations and assume responsibility for their appropriate use. These provisions

ensure a balanced approach, protecting both MiraAI and its users while facilitating robust and flexible integration options.

7. Intellectual Property

7.1 Ownership

All intellectual property rights in and to the Services, including but not limited to trademarks, logos, software, algorithms, data, documentation, designs, and other proprietary content, are either owned exclusively by MiraAI or licensed to MiraAI by its respective licensors. Users acknowledge and agree that by accessing or using the Services, they acquire no rights, titles, or interests in or to any of MiraAI's intellectual property. All rights not expressly granted to users under these Terms are reserved by MiraAI and its licensors.

MiraAI's trademarks and branding elements, including its name, logo, and related marks, may not be used by users without prior written consent from MiraAI, except as permitted under applicable law. Any unauthorized use of MiraAI's intellectual property constitutes a breach of these Terms and may result in legal action.

7.2 Restrictions

Users agree to comply with the following restrictions regarding the use of MiraAI's intellectual property:

Prohibited Activities: Users are strictly prohibited from copying, reproducing, distributing, publicly displaying, or creating derivative works based on any part of the Services without prior written authorization from MiraAI. **Reverse Engineering:** Users must not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of MiraAI's software, APIs, or proprietary technology. **Unauthorized Usage:** The Services may not be used for any purpose that is unlawful, fraudulent, or in violation of these Terms and Conditions. This includes using the Services to develop or distribute competing products or services. **Alterations:** Users are not permitted to alter, obscure, or remove any copyright, trademark, or proprietary notices present in MiraAI's materials or outputs generated by the Services. **Resale or Redistribution:** Users may not resell, sublicense, or otherwise redistribute MiraAI's Services or intellectual property without express authorization. Users shall not use the MiraAI for any unlawful activities but not limited infringing on any copyright laws or accessing any private or confidential information using MiraAI. Users shall be liable for any violation of usage of MiraAI for any unlawful activities and shall indemnify MiraAI to the full extent in case of any loss caused to MiraAI by users activities. User shall take all precautions to not violate any copyright or legal rights of any third party by using MiraAI.

7.3 User-Generated Content

If users submit, upload, or share content through the Services, they affirm that they own the necessary rights to such content or have obtained appropriate permissions. By sharing content, users grant MiraAI a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, modify, adapt, and display such content for the purpose of providing and improving the Services. Users retain ownership of their content but acknowledge that MiraAI may use it as specified in these Terms.

7.4 Enforcement and Remedies

MiraAI reserves the right to enforce its intellectual property rights to the fullest extent of the law. Users who breach these restrictions may face consequences, including but not limited to (a) Immediate suspension or termination of access to the Services, (b) Legal action to seek damages, injunctive relief, or other remedies, (c) Notification to relevant authorities if the infringement involves unlawful activities.

7.5 Reporting Violations

Users are encouraged to report any suspected violations of MiraAI's intellectual property rights. Reports can be submitted to the designated contact points provided on MiraAI's official website. MiraAI will investigate such reports and take appropriate action as necessary.

By adhering to these provisions, users contribute to protecting MiraAI's intellectual property and ensuring the integrity and continued innovation of its Services.

8. Limitation of Liability

To the fullest extent permitted by law, MiraAI disclaims all liability for any damages, losses, or costs arising out of or related to your use, or inability to use, the Services. This includes, but is not limited to, damages that are direct, indirect, incidental, consequential, special, or punitive in nature. Whether caused by errors, omissions, interruptions, or other issues, MiraAI does not assume responsibility for any losses or harm to the User. This limitation applies regardless of whether such damages result from contract breaches, tort claims (including negligence), or any other legal theory of liability.

While MiraAI strives to provide a seamless and reliable service, technical failures, network outages, or other unforeseen circumstances may disrupt the availability or functionality of the Services. In such instances, MiraAI will not be liable for any inconvenience or loss incurred by the User. Additionally, MiraAI is not liable for any failure to perform its obligations under these Terms if such failure is caused by events outside of its reasonable control, including, but not limited to, acts of nature, third-party service failures, or governmental actions.

8.1 Limitation on Aggregate Liability

Notwithstanding anything to the contrary in these Terms, MiraAI's total liability arising out of or in connection with the Services shall be limited to the total amount actually paid by the User for the Services in the twelve months immediately preceding the event giving rise to the claim. This limitation applies to all types of claims, whether in contract, tort (including negligence), or any other legal theory, and regardless of whether MiraAI was aware or should have been aware of the possibility of such damages.

This clause ensures that the User's potential recovery for any loss or damages is capped and proportionate to the actual amount the User has paid to MiraAI for the Services, offering a fair and predictable scope of liability for both parties. Users acknowledge that the limitations of liability set forth here are a material consideration in agreeing to these Terms, and that such limitations are reasonable under the circumstances.

8.2 Exclusion of Certain Claims

MiraAI specifically excludes liability for certain types of damages and losses, including but not limited to lost profits, business interruptions, or data loss. The User acknowledges that these types of damages are often speculative and difficult to quantify, and thus agree that MiraAI will not be held responsible for any such claims.

In particular, MiraAI will not be liable for any loss of data, whether due to technical failures, third-party actions, or any other cause. It is the User's responsibility to back up their own data and take steps to safeguard their information. Furthermore, MiraAI is not responsible for any loss of business opportunities or revenue that may arise from the interruption or cessation of Services.

By agreeing to these Terms, you confirm that you understand and accept the limitations and exclusions of liability described herein.

9. CONFIDENTIALITY.

9.1 Definition of Confidential Information.

“Confidential Information” means, subject to the exceptions set forth in Section 5.2 hereof, any information or data or materials, regardless of whether it is in tangible form, that is disclosed or otherwise made available by a Party (the “Discloser”) to the other Party (the “Recipient”) and that (a) the Discloser has marked as confidential or proprietary, or (b) the Discloser identifies as confidential at the time of disclosure with written confirmation within fifteen (15) days of disclosure to the Recipient; provided, however, that reports and/or information related to or regarding the Discloser’s business plans, business methodologies, strategies, technology, specifications, development plans, customers, prospective customers, partners, suppliers billing records, and products or services will be deemed Confidential Information of the Discloser even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 5.2 hereof.

9.2 Exceptions to Confidential Information.

Confidential Information will not include any information which: (a) the Recipient can show by written record was in its possession prior to disclosure by the Discloser hereunder, provided that the Recipient must promptly notify the Discloser of any prior knowledge; (b) is or becomes generally known by the public other than through the Recipient’s failure to observe any or all terms and conditions hereof; or (c) subsequent to disclosure to the Recipient by the Discloser, is obtained by the Recipient from a third person who is not subject to any confidentiality obligation in favor of Discloser.

9.3 Use and Disclosure of Confidential Information.

The Recipient may only use the Confidential Information for the purpose of performing its obligations and exercising its rights hereunder. The Recipient must keep secret and will never disclose, publish, divulge, furnish or make accessible to anyone any of the Confidential Information of the Discloser, directly or indirectly, other than furnishing such Confidential Information to (a) the Recipient’s employees, contractors, consultants and service providers who are required to have access to such Confidential Information in connection with the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, hereunder, and (b) professional advisers (e.g., lawyers and accountants), in each case, during the time that the Recipient is permitted to retain such Confidential Information hereunder; provided that any and all such employees, consultants, contractors and service providers are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in these Terms of Use. The Recipient will use at least reasonable care and adequate measures to protect the security of the Confidential Information of the Discloser and to ensure that any Confidential Information of the Discloser is not disclosed or otherwise made available to other persons or used in violation of these Terms of Use.

9.4: Disclosures Required by Law.

In the event that the Recipient is required by law to make any disclosure of any of the Confidential Information of the Discloser, by subpoena, judicial or administrative order or otherwise, the Recipient will first give written notice of such requirement to the Discloser, and will permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential ACTIVE/131638387.3 Information, and provide full cooperation and assistance to the Discloser in seeking to obtain such protection.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1 Mutual Representations and Warranties.

Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into these Terms of Use and to perform its obligations hereunder, (b) the execution of these Terms of Use and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) these Terms of Use constitutes a legal, valid and binding obligation when signed by both Parties.

10.2 Customer Representations and Warranties.

Customer represents and warrants that it has the legal authority and all rights necessary to provide the Customer Data to MiraAI hereunder, and Customer's provision of the Customer Data to MiraAI hereunder does not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Customer has to any third party or any other rights of any third party or any applicable law, rule or regulation.

10.3 Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MIRAAI PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND MIRAAI DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MIRAAI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. MIRAAI DOES NOT WARRANT THAT THE MIRAAI PLATFORM IS ERROR-FREE OR THAT OPERATION OF THE MIRAAI PLATFORM WILL BE SECURE OR UNINTERRUPTED.

10.4 Use of Artificial Intelligence.

Customer acknowledges and agrees that the MiraAI Platform includes and integrates with proprietary and/or third-party advanced technologies, such as artificial intelligence, machine learning systems and similar technology and features (collectively, "AI Technology") and each of Customer and Customer's Affiliates is able to use AI Technology to, among other things, build multi-agent automations. Customer acknowledges and agrees that, in addition to the other limitations and restrictions set forth in these Terms of Use: Customer and each Customer Affiliate will use discretion and independent judgment before relying on, sharing or otherwise using the responses or other content generated by the AI Technology and provided to Customer or any Customer Affiliate through the MiraAI Platform ("Outputs") or relying on any actions taken by the AI Technology on behalf of Customer, and will monitor and track any such actions to ensure they are appropriate; AI Technology is based on predefined rules and algorithms, and the Outputs may not necessarily be unique from outputs generated, created, enhanced or modified by other users of the MiraAI Platform; AI Technology can perpetuate biases that are present in the data used to train them, which can result in Outputs that are discriminatory or offensive; AI Technology can struggle with complex tasks that require reasoning, judgment and decision-making; AI Technology may misunderstand or misinterpret Customer's queries or other instructions; and Outputs can lack the personal touch that comes with content created by humans, which can make them seem cold and impersonal. Notwithstanding anything to the contrary in these Terms of Use, MiraAI bears no liability to Customer, any Customer Affiliate or anyone else arising from or relating to Customer's or any Customer Affiliate's use of any of the Outputs or any actions taken by the AI Technology in connection with Customer's use thereof.

