

MIRA Labs, Inc. SDK License Agreement

YOU MUST READ AND AGREE TO THIS AGREEMENT BEFORE DOWNLOADING THE MIRA SDK

Mira Labs, Inc. (“MIRA”, “we” or “us”) will grant you (“you”, “your” or “user”) the right to use the MIRA SDK, as defined herein, only in connection with the Apps, as defined herein, for the uses specifically allowed for herein, and conditioned specifically on your agreement to all of the terms and conditions of this License Agreement (“Agreement”). All references to this Agreement include the then current Terms of Use and Privacy Policy found on MIRA’s website, hosted at www.mirareality.com; please review the Terms of Use and Privacy Policy.

By clicking to acknowledge this Agreement, or downloading, accessing, or otherwise using the MIRA SDK, you agree to be bound by this Agreement.

Please carefully review the restrictions on use of the MIRA SDK, as the license granted herein is limited, and specifically excludes certain uses. Please also carefully review the third party requirements, as you will be agreeing to certain third party restrictions, and terms of use, as set forth herein.

<i>MIRA SDK Restrictions on Use (the “Restrictions”):</i>	
Territory for Use:	Worldwide, subject to the commercialization requirements below.
Commercialization Territory:	You may only offer for sale, for distribution, for download (whether for free or not), to third parties, or through an application store in any way, any App that includes the MIRA SDK or other application or other use of the MIRA SDK, in the United States and Canada. You may not commercialize, distribute, provide to third parties, publish, or use for any way other than your personal use, the MIRA SDK outside of the United States and Canada.
App Uses:	Your use of the MIRA SDK in any way is limited to use in connection with Apps that are to be used with the MIRA Hardware Device.
Restrictions on Use:	<p>You may not use the MIRA SDK in connection with or to develop any applications, software, or other uses, other than Apps created for, offered for, and made available for, the MIRA Hardware Device exclusively.</p> <p>You may not use the MIRA SDK to develop any products, code, development kits, or anything else that may compete with MIRA or its licensors, now or in the future, or be competitive with MIRA in the future.</p>

	<p>You may not use the MIRA SDK, and the license granted herein specifically excludes the right to use the MIRA SDK in any way other than for Apps that will be exclusively for the MIRA Hardware Device.</p> <p>Once an App is created using the MIRA SDK, that App may not be used for any other application, or to support any other hardware.</p> <p>Usage of the Flat Lighting Shader within this MIRA SDK is licensed for Apps only.</p>
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Compliance with this Agreement is a condition of your use of the MIRA SDK. If you do not agree to be bound by this Agreement, do not download or use the MIRA SDK. In the event of a conflict between this Agreement and the Terms of Use set forth on the website, this Agreement will govern.

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.

By downloading and/or using the MIRA SDK, you represent and warrant to MIRA that: (1) your use of the MIRA SDK will be conducted in compliance with every applicable law; (2) you have read this Agreement, you understand this Agreement, and you agree to be bound by this Agreement; and (3) you will only use the MIRA SDK as allowed for herein and will not use the MIRA SDK other than in connection with the Apps within the authorized territory.

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

PLEASE CAREFULLY REVIEW THIS AGREEMENT.

1. Definitions. As used herein, the following terms will have the meaning set forth herein:
 - (a) **“MIRA SDK”** shall mean the then current software development kit offered by MIRA, and any materials, including but not limited to, interface definitions, documentation, and code regarding programming interfaces to one or more MIRA Products.
 - (b) **“MIRA Hardware Device”** is a device or devices, as well as a related website and/or mobile application(s) for augmented reality use, produced and distributed by MIRA and designed to be connected to mobile phones. For clarity, the MIRA Hardware Device includes any related or companion applications.

- (c) **“End User”** shall mean any individual or legal entity that uses an App.
- (d) **“App”** shall mean any software for an End User, specifically created for and exclusively made available via the MIRA Hardware Device, developed using the MIRA SDK.
- (e) **“Effective Date”** shall mean the first date you use or download the MIRA SDK.
- (f) **“Platform”** means the platform or platforms on which you make the App available, including but not limited to the iTunes Store, Google store, or the like.

2. Limited License. Subject to this Agreement, MIRA grants you the limited, nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable right and license to use the MIRA SDK in connection with the development and commercialization of one or more Apps, provided you may make no use of the MIRA SDK with the Restrictions, and your use is subject to all third party terms and conditions set forth in Section 3. Except for the licenses expressly granted under this license, MIRA and its suppliers retain all right, title and interest in and to the MIRA SDK, incorporated software, and all intellectual property rights therein. You are not authorized to alter, modify, copy, edit, format, create derivative works of or otherwise use any materials, content or technology provided under this license except as explicitly provided in this license or approved in advance in writing by MIRA.

3. Third Party Licenses. The MIRA SDK includes third party software and content. In order to download and/or use the MIRA SDK, you must review the applicable third party terms of service, EULAs, and additional agreements, and agree to comply with all such terms. By downloading and/or using the MIRA SDK, you agree that you will comply with each of the below third party terms and agreements. If you do not agree to the third party terms and agreements, do not use the MIRA SDK.

Third Party:	You Agree to comply with:	Link to Terms:
Wikitude	Wikitude Terms of Service Wikitude Terms of Use Wikitude EULA	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	Apache License	http://www.apache.org/licenses/LICENSE-2.0.txt
Bogdan Gochev	Flat Lighting Shader License	https://www.assetstore.unity3d.com/en/#!/content/67730 Usage of the Flat Lighting Shader from this SDK is licensed for Mira applications only.

4. Attributions. The MIRA SDK includes the following software:

The MIRA SDK includes software under license from The Apache Software Foundation.

Credit to Bogdan Gochev for licensing his Shader code to MIRA.

The MIRA SDK includes software created by Unity community member @fatiguedartist.

5. Compliance with Platform Terms and Conditions. All uses of the MIRA SDK must comply with, in all instances, the then applicable rules, requirements and terms of each applicable Platform.
6. Limitation of License. Any access to the MIRA SDK by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited. 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.
7. Term and Termination.
 - (a) This Agreement shall commence on the Effective Date and continue until terminated as set forth herein.
 - (b) Either party shall have the right to terminate this Agreement upon written notice to the other party, the effect of which shall be immediately upon mailing of such notice.
 - (c) In the event that this Agreement is terminated, you will cease all use of the MIRA SDK, and will cease to make use of any App that includes the MIRA SDK. At termination of this Agreement for any reason whatsoever all licenses granted hereunder shall immediately terminate.
 - (d) If you are dissatisfied with any aspect of the MIRA SDK, your sole and exclusive remedy is to cease using it.
8. Changes. We may at any time, change, update, modify, cease to offer or terminate any element of the MIRA SDK or this Agreement. If MIRA changes this Agreement, then we will give you notice before the change is in force. If you do not agree to these changes, then you must cancel and stop using the MIRA SDK before the changes are in force. If you do not stop using the MIRA SDK, then your use of the MIRA SDK will continue under the changed agreement. MIRA may give notices to you, at MIRA's option, by posting on any portion of www.mirareality.com/terms or by electronic mail to any e-mail address provided by you to MIRA.
9. Intellectual Property. You acknowledge and agrees that the MIRA SDK contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and html and other code contained in the MIRA SDK and other content available through the MIRA SDK. Nothing in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the MIRA SDK, 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. You may not and will

not permit others to contest, object to, or otherwise challenge our proprietary interest in and ownership of the MIRA SDK and the MIRA Proprietary Information.

You and we acknowledge that, in the event of any third party claim that your possession and use of the MIRA SDK 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.

As between you and MIRA, the MIRA SDK, the MIRA Hardware Device and all elements thereof, and any other documentation, materials, information, and ideas received or provided in connection with the MIRA SDK, 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 SDK 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, except in connection with an App that complies in all respects with this Agreement and the Restrictions. 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.

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.

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 MIRA SDK. Without limiting the generality of the foregoing, in those jurisdictions where law grants you rights to translate, decompile, reverse engineer, or disassemble the MIRA SDK, 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 SDK with an independently created program, but solely in the event that the information necessary to achieve interoperability of the MIRA SDK 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 SDK that is necessary to achieve interoperability.

In the event you have, as a matter of law, any rights to any derivatives of the MIRA SDK, you assign and agree to assign to MIRA all such right, title and interest, and you will execute any documents necessary to effect such transfer.

10. Customer Service. MIRA is not, and you acknowledge that no Platform is, obligated to provide any support or maintenance services to you related to the MIRA SDK. Any complaints related to the MIRA SDK can be addressed to support@mirareality.com.
11. Export. 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 MIRA SDK.
12. Commercial Item. The MIRA SDK 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 SDK with only those rights set forth herein.
13. Monetary Damages Insufficient. You acknowledge that termination and/or monetary damages may not be a sufficient remedy if you breach this Agreement and MIRA will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach
14. Limitation of Liability. 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 SDK IS ENTIRELY AT YOU OWN RISK. THE MIRA SDK IS PROVIDED FREE OF CHARGE, 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 SDK. 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.

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 SDK 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.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. Choice of Law. 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.
16. Dispute Resolution; Arbitration Agreement. 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 the MIRA SDK, 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, the parties 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.

Exceptions to Arbitration Agreement. 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; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitration Process. 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., _____, Attn: Legal Department (“**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 or file a claim in small claims court. 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 to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration hearing will be conducted as established by the AAA Rules in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). 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, the prevailing party shall be entitled to recover its costs and fees, including reasonable attorneys fees, from the other party.

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 (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.

The arbitrator's authority is governed by this arbitration agreement. You and MIRA agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by this Agreement (including the paragraph labeled "Limitation of Liability"), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with MIRA.

You and MIRA expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained herein is not enforced or is found inapplicable, our claims against each other will be resolved by a judge rather than a jury.

17. Indemnification. When you download, access, or use the MIRA SDK, you are agreeing to indemnify MIRA and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from the use of the MIRA SDK. By using the MIRA SDK you are agreeing to release MIRA and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that you may have against them arising out of or in any way related to your use of the MIRA SDK. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. Apple Platform. The following terms apply only to you when you use an Apple Platform. In the event of any conflict between this paragraph and the rest of the Agreement, this paragraph will control only if you use an Apple Platform:
- (a) You must comply with all applicable third party terms of agreement when using the MIRA SDK. For example, your use of the MIRA SDK must not violate the terms of your wireless data services agreement for the applicable Device.
 - (b) The Platform is a third party beneficiary of this Agreement and may enforce this Agreement against you as a third party beneficiary. Subject to the rights of the Platform

to enforce this Agreement as a third party beneficiary, a person who is not a party to this Agreement has no right under any applicable law to enforce any term of this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by the Platform or any other third party, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing signed by or on behalf of MIRA or this Agreement may be rescinded (in each case), without the consent of the Platform or such other third party.

- (c) YOU HEREBY REPRESENT AND WARRANT THAT (I) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND (II) YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.
 - (d) YOU ACKNOWLEDGE THE PLATFORM HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MIRA SDK.
 - (e) YOU ACKNOWLEDGE THAT TO THE EXTENT PERMITTED BY LAW, THE PLATFORM WILL NOT BE LIABLE TO YOU FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MIRA SDK.
 - (f) AS BETWEEN MIRA AND THE PLATFORM, BUT SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, THE PLATFORM WILL NOT BE RESPONSIBLE TO YOU FOR ANY CLAIM RELATING TO THE MIRA SDK OR YOUR POSSESSION AND/OR USE OF THE MIRA SDK, INCLUDING BUT NOT LIMITED TO, (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE MIRA SDK FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.
19. Taxes. You are solely to be responsible for any and all taxes, duties, tariffs, or other such assessments of any value relating to this Agreement.
20. Severability. If, for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.
21. No Waiver. Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of MIRA.
22. Entire Understanding. This Agreement constitutes the entire and only agreement between you and us in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of you and MIRA acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent

misrepresentation of another party. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of MIRA.

23. No Assignment. You may not sublicense, assign or transfer this Agreement or the MIRA SDK. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.
24. Survival. You and MIRA agree that where the context of any provision indicates an intent that it will survive the term of this Agreement, then it will survive, including but not limited to the Restrictions, Section 3, 5, 6, 7, 9, and 11-24.
25. Questions. If you have any questions about this Agreement, please email us at support@mirareality.com.