AMIRA TERMS OF SERVICE

Last Updated: September 23rd, 2026

Amira Learning Inc., together with its its subsidiaries and affiliates (collectively, “Amira” or “we”), offers AI-driven learning services (our “Services”) as part of our goal to ensure that every student who works with Amira will develop a fluent reading brain. The following Terms of Service (these "Terms") apply to the purchase, deployment, and use of our Services and any products or software offered by Amira to Customer (our “Products”). These Terms together with any purchase order that references these Terms (each, a “PO”) and any other agreement incorporated by reference in these terms shall be referred to as the “Agreement.”

PLEASE READ THESE TERMS AND THE AGREEMENT CAREFULLY BEFORE PURCHASING, DEPLOYING, OR USING THE SERVICES OR PRODUCTS. PLEASE NOTE THAT THESE TERMS INCLUDE AN AGREEMENT TO ARBITRATE DISPUTES AND A WAIVER OF JURY TRIAL AND CLASS PROCEDURES FOR ANY DISPUTE RELATED TO OR ARISING FROM YOUR PURCHASE OR USE OF THE SERVICES (SEE SECTION 22). IF YOU DO NOT WISH TO ACCEPT THE TERMS OF THE AGREEMENT, DO NOT PURCHASE, DEPLOY, OR USE OUR SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A SCHOOL DISTRICT, LOCAL EDUCATION AUTHORITY, OR STATE EDUCATION AGENCY (EACH REFERRED TO AS AN “LEA”), YOU AFFIRM THAT YOU HAVE THE AUTHORITY TO DO SO AND UNDERSTAND THAT BOTH YOU AND THE LEA MAY BE LIABLE FOR VIOLATIONS. CUSTOMERS THAT ARE AN LEA ARE RESPONSIBLE FOR THE USE OF THE SERVICE BY THEIR EMPLOYEES, TEACHERS, INSTRUCTORS, CONTRACTORS, AND AGENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL PURCHASE DECISIONS, INCLUDING ENSURING THE COMPATIBILITY AND SUITABILITY OF ALL SERVICES OR PRODUCTS PURCHASED FOR CUSTOMER’S INTENDED PURPOSES.

BY EXECUTING A PO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. ANY PO AGREED TO THROUGH AN ONLINE PROCESS AND WHICH IS ACCEPTED BY AMIRA SHALL BE DEEMED TO BE MUTUALLY EXECUTED. TO THE EXTENT THE AGREEMENT CONFLICTS WITH ANY PO, THE PO SHALL GOVERN.

Additional terms and conditions may pertain to the use of specific platforms or products. In the event that Amira is an authorized licensor of any digital products owned or offered by third parties, the terms and privacy policies associated with such third-party products apply.

Customer acknowledges and agrees to the terms of the Amira Privacy Policy at https://amiralearning.com/amira-privacy (the "Privacy Policy"). Customer also acknowledges and agrees to the terms of the Amira Data Sharing Agreement at https://amiralearning.com/amira-dsa (the “DSA”), which is incorporated herein by reference. In the event of any conflict between the DSA and any other provision of these Terms or the Agreement, the DSA shall control. Capitalized terms not otherwise defined in these Terms adopt the meaning ascribed in other incorporated terms.

1. DEFINITIONS. Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

a. “Authorized Users” means Customer’s personnel or agents authorized to use, deploy, or purchase the Services or Products offered by Amira, including by way of examples, employees, teachers, instructors, or contractors.

b. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a PO or in other purchasing materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder. In this Agreement, Customer may also be referred to as "you," or "your."

c. "End User" means students, teachers, or other staff of Customer that engage with and use the Services offered by Amira.

2. EXECUTION OF AGREEMENT. To purchase the Services or any Products, Customer shall execute a PO. The terms of this Agreement shall commence on the date of execution of a PO by Customer that is accepted and executed by Amira ("Effective Date"). If Customer's purchase practice is not to provide a PO, Customer and Amira shall coordinate to enter into another ordering document subject to the terms and conditions of this Agreement. The term of the Agreement shall be stated on the applicable PO or other ordering document (a "Term"). Any subscription to the Services under these Terms is for the Term listed in the applicable Amira PO or other ordering document. Any renewal term shall be subject to the then-current rates or additional fees assessed by Amira, which shall be communicated by Amira to Customer at least ninety (90) days in advance of the end of the then-current Term.

3. TERMINATION OF AGREEMENT. During the Term of the Agreement, either Customer or Amira may terminate the Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of the Agreement by the other party that remains uncured at the expiration of such thirty (30) days. Either party may immediately terminate the Agreement without liability if the other party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, seeks a receiver to be appointed for the operation of its business, makes an assignment for the benefit of creditors, abandons its business or makes a material liquidation of its assets. Upon termination of the Agreement: (i) all rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Services; and (ii) each party, at the written request of the other party shall destroy or return all Confidential Information (as defined below) of the other party in its possession or control to the extent permitted by applicable law.

4. **SUSPENSION OR TERMINATION OF AGREEMENT**. Amira reserves the right to immediately suspend the Services if Amira reasonably and in good faith believes and documents that Customer is using the Services in violation of applicable law or in a manner that poses an imminent threat to the security, integrity, or operability of the Services. Amira shall provide Customer with notice of the basis for such suspension and shall remove the suspension promptly once Customer has effected an appropriate cure. Customer shall not be entitled to a credit, refund, or extension of the Term unless Amira, in its own discretion, confirms that Customer did not engage in the alleged conduct that led to the immediate suspension under this section.

5. DEPLOYMENT OF THE SERVICES. At execution of the Agreement, Customer shall provide to Amira the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of End Users or Authorized Users. Amira reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by Amira, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

Deployment of the Services or any technical support or integration work, once scheduled, may be changed only upon the mutual agreement of Amira and the Customer. In addition to rescheduling fees, any change to the dates or the type of Services herein may change the fees that will be charged. Any date change

requests must be received by Amira no less than thirty (30) days prior to the scheduled deployment of the Services. All rescheduled deployments, technical support, or integration work must be delivered within the Term of this Agreement, otherwise fees will be forfeited by the Customer and no refund of any prepaid fees shall be given. For any changes to the date of deployment, on-site technical support or integration work, Customer shall reimburse Amira 100% of any out-of-pocket travel or other ancillary costs spent by Amira in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

6. FEES, BILLING AND PAYMENT. All amounts owing from Customer to Amira with respect to any Products or Services purchased from Amira are due within thirty (30) days of the date set forth on Amira's invoice. Accounts must be current before subsequent shipments will be made. Past due accounts are subject to a one percent (1%) monthly finance charge. Amira's fees and other terms of a PO are subject to change, with a ninety (90) days' written notice to the Customer prior to the change. All payments are non-refundable. Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the net income of Amira as applicable. All claims relating to any shipment, applicable invoice, Products, and/or Services must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.

7. COMPLIANCE WITH LAWS. Both Customer and Amira agree to comply with all applicable laws and regulations applicable to the purchase, deployment, and use of the Services or Products, as applicable. Customer has sole responsibility for Authorized Users' access to and use of the Services and Products, including their compliance with all applicable laws and regulations.

8. INTELLECTUAL PROPERTY RIGHTS. As between the parties, Amira retains all right, title, and interest in and to the Services, the Products, and all software, works, and other intellectual property and moral rights related thereto or created, used, or provided by Amira for the purposes of this Agreement, including any copies and derivative works of the foregoing ("Amira IP"). No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. The Amira IP is confidential and/or proprietary information of Amira or its licensors and is protected by copyright and other intellectual property rights. Customer acknowledges that it is obtaining only a limited license right to use the Services or Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights in the Amira IP are being conveyed to Customer under this Agreement or otherwise.

Customer or a Customer Authorized User may (but is not obligated to) provide suggestions, comments or other feedback to Amira with respect to the Services or Products ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Amira notwithstanding anything else. Amira acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Amira a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and alter the Feedback for any purpose. As between Amira and Customer, Amira shall own all right and title to any feedback provided to Amira by or on behalf of an End User regarding the Services or Products.

As between the parties, Customer retains all right, title, and interest in and to customer data input into the Services or to Student Data (as defined in the DSA) (collectively, the "Customer Data"). Customer shall, and hereby does, grant to Amira a nonexclusive, worldwide, revocable license to collect, use, process, or disclose the Customer Data for purposes of offering the Services or Products, subject to the terms and conditions of the DSA, and shall, and hereby does, grant Amira a nonexclusive, worldwide, irrevocable license to derive, maintain, use, and disclose De-Identified Data or aggregate usage data based on Customer Data subject to the terms and conditions of the DSA. It is the Customer's responsibility to manage any student privacy concerns related to Customer Data.

Amira owns and retains all right, title, and interest in and to any and all materials provided by Amira in the course of delivering the Services, including without limitation, documentation, training materials, professional development materials, program and technical implementation materials, PowerPoints, handouts, books, and webinars (collectively, the "Documentation"). Amira grants to Customer and Authorized Users a nonexclusive license to use the Documentation for use in connection with purchase, use, or deployment of the Services or Products. Customer and Authorized Users are strictly prohibited from reproduction or distribution of the Documentation without prior written permission from Amira.

The trademarks Amira, Amira Learning, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Amira with all rights, including reproduction rights and copyrights, reserved to Amira. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Amira.

9. AI FEATURES. The Services use artificial intelligence ("AI"). AI generated content is created using automated models and may contain errors, omissions, or outdated information. Because of how AI works, different users may receive similar or identical responses. You are responsible for reviewing AI-generated content before using it. The AI features do not provide and should not be seen as providing professional advice.

Customer, on behalf of itself, its Authorized Users, and End Users, is responsible for any information, text, files, or other materials submitted to the AI. Customer agrees not to submit content that infringes or misappropriates the intellectual property, privacy, or other rights of any third party. Customer is responsible for ensuring that Customer has obtained any necessary permissions or consents before submitting content.

Customer shall not and shall not permit any Authorized User or End User to use the AI:

- To generate content that is unlawful, harmful, abusive, defamatory, discriminatory, or violent;
- To attempt to bypass safeguards or restrictions built into the AI;
- For purposes outside the intended use of the Services;
- To train or build competing AI models or services;
- To seek advice that should be obtained from a qualified professional; or
- To make decisions that have legal or similarly significant effects on another person.

Customer shall not make any representation to an End User or Authorized User other than representations contained in the Documentation or materials provided by Amira to Customer, such as representations regarding the accuracy or capabilities of the AI.

10. ACCEPTABLE USE POLICY.

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly:

- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services, including by inspecting, analyzing, or monitoring client-side code, browser-based elements, API communications, or network traffic associated with the Services (except to the extent applicable laws specifically prohibit such restriction);
- Modify, translate, or create derivative works based on the Services;

- Copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services;
- Use the Services for the benefit of a third party;
- Remove or otherwise alter any proprietary notices or labels from the Services or Products or any portion thereof;
- Interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
- Bypass any measures Amira may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
- “Crawl,” “scrape,” or “spider” any page, data, or portion of or relating to the Services (or any information, data or content made available through the Services), whether through use of manual or automated means;
- Use the Services in a manner that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardize the security of any other Amira customer’s account or anyone else’s account (such as allowing someone else to log in to the Services as you or using or accessing the Services via a device that has been jailbroken, rooted or otherwise modified to circumvent the manufacturer’s security restrictions);
- Attempt, in any manner, to obtain the password, account, or other security information from any other Customer;
- Violate the security of any computer network, or crack any passwords or security encryption codes; or
- Use the Services in a manner that violates any third party intellectual property, contractual or other proprietary rights.

11. CONFIDENTIAL INFORMATION. Each party ("Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, Documentation, technical architecture, code, web browser analysis, or other technical information provided by Amira and performance information relating to the Services and Products will be deemed Confidential Information of Amira Learning without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving

Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief.

12. NO WARRANTY. ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES CONCERNING AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF THE SERVICES OR ANY PRODUCTS. AMIRA DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, CURRENT, RELIABLE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. AMIRA MAKES NO WARRANTY THAT THE SERVICES OR PRODUCTS WILL MEET CUSTOMER'S EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN OBTAINED BY YOU THROUGH THE SERVICES OR PRODUCTS SHALL CREATE A WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY PRODUCTS, YOUR SOLE REMEDY IS TO TERMINATE THE AGREEMENT AND DISCONTINUE USING THE SERVICES OR ANY PRODUCTS. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THE SERVICES OR PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA, SERVICES, OR PRODUCTS THAT MAY ARISE AS A RESULT OF THE USE OF THE SERVICES OR ANY PRODUCTS.

13. INDEMNIFICATION.

a. By Amira. Amira agrees to defend Customer and its parent, affiliates, successors, and assigns and their respective officers, employees, and agents ("Customer Indemnitees") from and against any action, claim, or proceeding brought against them by a third-party and will indemnify Customer Indemnitees for any finally-awarded damages and costs, including reasonable attorney's fees, to the extent arising out of or relating to any claim of infringement by the Services or a Product of any third-party patent, registered trademark, copyright, or misappropriation of a third-party's trade secret, provided Customer is using the Services as authorized under the Agreement (each an "IP Claim"). If such an IP Claim is made or is likely to be made, Amira shall, at its own expense and sole discretion, exercise one of the following options: (x) obtain for Customer the right to utilize the Services or Product provided hereunder and consistent with these Terms; (y) replace or modify the Services or a Product so they are non-infringing and consistent with these Terms; (z) terminate the applicable Services that cannot be performed without the use of alleged infringing Services without liability for such termination other than the ongoing indemnity obligation hereunder and refund Customer all prepaid but unused fees prorated from the date Customer no longer has effective use of the Services. Amira's obligations in this section do not apply if the IP Claim does not state with specificity how and to what extent that the Services or a Product are the basis of the IP Claim, or to the extent the IP Claim is based on or arises from: (1) Customer's modification of the Services or a Product or Amira's compliance with requests or instructions provided by, or on behalf of, Customer; (2) Student Data (as defined in the DSA) or other content provided, uploaded, or used by or on behalf of Customer or any of Customer's users; or (3) the combination, operation, or use of the Services or Products with other services, products, or software.

b. By Customer. Customer will defend Amira and its parent, affiliates, successors, and assigns and their respective officers, employees, and agents ("Amira Indemnitees") from and against any action, claim, or proceeding brought against them by a third-party, and will indemnify Amira Indemnitees for any finally-awarded damages and costs, including reasonable attorney's fees, to the extent arising out of or relating to: (a) Customer's breach or alleged breach of its representations, warranties, obligations and agreements contained in these Terms; (b) Customer's or End User's unauthorized or incorrect use, operation, or modification of any of the Services or Products other than as provided in any Documentation provided by Amira to Customer; and (c) Customer's or End User's unauthorized, illegal, or fraudulent use of the Services.

c. Procedure. As a condition to the obligations of this section, an indemnified party shall (i) provide timely written notice of a claim for which it seeks indemnification (although untimely notice will relieve the indemnifying party only to the extent it is prejudiced as a result of such failure to notify) and permit the indemnifying party to defend or settle any such claim, provided that: (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party, payment by the indemnified party, or additional liabilities to third-parties without the indemnified party's prior written consent which shall not be unreasonably withheld or delayed, and (y) the indemnified party may at its election participate in, but not control, the defense of such claim, suit or the like through separate counsel at its own expense; and (ii) provide the indemnifying party with all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like. If an indemnifying party opts not to assume the defense of any such claim within sixty (60) days' notice of such claim, the indemnified party may assume the defense of such claim at the cost and risk of the indemnifying party. Each party will reimburse the other party for all reasonable costs incurred to the extent requested or required to assist the other party as part of a compulsory process seeking information regarding whether the other party has violated any applicable laws (e.g., responding to subpoenas, interrogatories, participating in depositions, and any other forms of discovery or legal process).

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL AMIRA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSSES OR COSTS, LOSS OF OR CORRUPTION OF DATA, CUSTOMER'S INABILITY TO ACCESS THE SERVICES BECAUSE OF A FAILURE OR DEGRADATION OF A THIRD-PARTY PROVIDER'S NETWORK, OR LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S REASONABLE CONTROL.

IN NO EVENT SHALL AMIRA'S LIABILITY UNDER THE AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES OR ANY PRODUCTS TO AMIRA IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY IS IN THE AGGREGATE AND NOT PER INCIDENT.

15. CHANGES. We may update these Terms periodically to reflect changes in our practices, technology, legal requirements, or for other operational reasons. We will clearly communicate material changes to the Terms to Customers by posting a prominent notice on the Amira website for a reasonable period and providing notice to Customers in accordance with these Terms.

16. EXPORT COMPLIANCE. Each party shall comply, at its own expense, with all import and export laws, restrictions, national security controls, and regulations of the United States and any applicable country's agency or authority. Neither party shall import, export, re-export, or authorize the export or re-export of the Services or Products, or any Confidential Information that it obtains or learns of hereunder, or any copy or direct product thereof, in violation of applicable law, or without any required license or approval.

17. EQUAL OPPORTUNITY CLAUSE. Amira does not and Customer shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental disability.

18. FORCE MAJEURE. Amira shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, pandemics, shortage of materials and supplies, or any other cause beyond its reasonable control.

19. ASSIGNMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement (or any part thereof) without advance written notice to and consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to assign this Agreement in violation of this section will be null and void.

20. SOLVENCY. By ordering the Services or Products and/or accepting delivery of Products, Customer represents to Amira that Customer is solvent and will make payment in full. In the event that the Customer orders and/or accepts delivery of any Products or Services while insolvent, Customer shall immediately return all such Products or Services to Amira, and any and all Products en route to Customer at such time shall be returned immediately upon Customer's receipt thereof.

21. INDEPENDENT CONTRACTOR. Amira and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Amira and Customer. Neither party has any authority of any kind to bind the other in any respect.

22. DISPUTE RESOLUTION.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION OR FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, AND SUBJECT TO ANY LIMITATIONS ON ENFORCEABILITY SET FORTH BELOW, CUSTOMER AND AMIRA AGREE THAT ANY DISPUTE (AS DEFINED BELOW) SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION.

Arbitration Agreement. Customer and Amira agree that any dispute regarding the Services, Products, Terms, or this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises, including any dispute or claim as to the application, enforceability, scope, or interpretation of this agreement to arbitrate ("Dispute"), shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. A Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property, or claims for personal bodily injury, which shall not be subject to arbitration or the notice and informal process described below.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow these Terms and the terms and conditions of the Agreement. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE TERMS, YOU AND AMIRA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN RESPECT TO A DISPUTE AND THAT THESE TERMS SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

School District and LEA Customers; Authority to Arbitrate. Where Customer is a public educational institution, Customer's authority to enter into this agreement to arbitrate is governed by applicable state law. To the extent Customer is located in a jurisdiction where applicable law prohibits Customer from entering into binding arbitration agreements, the agreement to arbitrate set forth in this Section shall not apply to Disputes between Amira and such Customer, and such Disputes shall instead be resolved

exclusively in the state or federal courts located in San Francisco County, California., and the parties hereby consent to the personal jurisdiction and venue of such courts.

***Mandatory Notice of Dispute and Informal Dispute Resolution Process*.** Before initiating an arbitration, you and Amira each agree to first provide the other with a detailed written notice ("Notice of Dispute"). The Notice of Dispute must include (i) the name, telephone number, mailing address, email address, and Account number (if applicable) of the person or entity providing the notice; (ii) sufficient information to enable you or Amira to identify any transaction at issue (including any receipts or order confirmations); (iii) a detailed statement of the legal claims asserted and the factual basis for those claims; and (iv) a detailed description of the remedy sought and an accurate, good-faith calculation of the amount in controversy.

The Notice of Dispute must be personally signed by the party initiating the Dispute (and their counsel, if represented). Your Notice of Dispute to Amira must be sent by mail to 490 Post St. Suite 500 PMB 2538, San Francisco, CA 94102. Amira's Notice of Dispute to you must be sent by mail or email to the most recent contact information that you have provided to us.

For a period of 60 days from the date of receipt of a completed Notice of Dispute from the other party, you and Amira agree to make attempts to resolve the Dispute prior to commencing an arbitration as described below. If requested by the party that receives the Notice of Dispute, the other party must participate in a telephone settlement conference (if a party is represented by counsel, counsel may also participate) to discuss the Dispute. The parties agree that the Party that receives the Notice of Dispute is entitled to make an offer of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure, which offer can be shared with any arbitrator or mediator appointed to the matter.

Compliance with and completion of this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal dispute resolution process.

If the sufficiency of a Notice of Dispute or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration or the assessment or payment of arbitration fees. You or we may also elect to raise non-compliance with this informal dispute resolution process and seek relief in arbitration.

Arbitration Procedures. Arbitration shall be administered pursuant to the most-current JAMS Streamlined Arbitration Rules & Procedures, and conducted by a single, neutral arbitrator.

The demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (a) the mandatory notice process described above, and (b) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all represented parties and counsel as a court would. If you are initiating arbitration, you shall serve the demand for arbitration on Amira by mail to 490 Post St. Suite 500 PMB 2538, San Francisco, CA 94102. If Amira is initiating arbitration, it shall serve the demand for arbitration by mail or email to the most recent contact information that you have provided to Amira.

Claimant can choose to have the arbitration conducted by a phone or video hearing, or solely through written submissions except that if the claimant seeks more than $10,000 or injunctive relief, the respondent

shall have the right to elect an in-person, video, or phone hearing. You and we reserve the right to request a hearing in any matter from the arbitrator. You and Amira's representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually reasonably convenient location.

An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory 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.

Unless both you and Amira agree otherwise, and to the fullest extent permitted by applicable law, you and Amira agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and Amira agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. If this prohibition is found to be unenforceable as to your Dispute, then the entirety of this Arbitration Agreement shall be null and void, and neither Amira nor you shall be entitled to arbitrate the Dispute and it shall instead proceed in a court of competent jurisdiction consistent with the remainder of these Terms.

Arbitration Costs. Payment of arbitration fees will be governed by the applicable JAMS Rules. You and Amira agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration and agree to work together in good faith to ensure that arbitration remains economical and cost-effective for all parties.

Additional Procedures for Mass Arbitration. If 75 or more individuals submit Notices of Dispute or attempt to initiate arbitrations with Amira raising similar claims, and counsel for the individuals bringing the claims are the same or coordinated for these individuals ("Mass Filing"), you and Amira agree that if the claims are not resolved and proceed to arbitration, these additional procedures shall apply, and the resolution of your Dispute might be delayed and ultimately proceed in court if not resolved through the process set forth below. The JAMS Mass Arbitration Procedures shall apply to the extent they are not inconsistent with this paragraph.

The parties agree that throughout this process, their counsel shall meet and confer in an effort to informally resolve the Disputes, streamline procedures, address the informal exchange of information, modify the number of Disputes to be adjudicated and to promote efficiency, conservation of resources, and the resolution of claims.

If your claim is part of a Mass Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that the Mass Filing is first submitted to JAMS until your Dispute proceeds in arbitration or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this Section.

A court will have the authority to enforce these mass arbitration procedures and, if necessary, to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Mass Arbitration set forth herein and each of its requirements are essential parts of the Arbitration Agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that this section applies to your Dispute and is not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

Severability of Arbitration Provisions. The provisions of this agreement to arbitrate shall be severable to the maximum extent permitted by applicable law, so that the parties' mutual intent to resolve Disputes through arbitration is given effect to the fullest extent possible.

***Class Action Waiver*.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AND AMIRA WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN ARBITRATION OR IN LITIGATION IN COURT. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

***Jury Trial Waiver*.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AND AMIRA WAIVE THE RIGHT TO A JURY TRIAL.

23. GOVERNING LAW. This Agreement will be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for any and all actions arising out of the Agreement shall be San Francisco, California, and both parties hereby submit to the personal jurisdiction of the courts in such jurisdiction.

24. SEVERABILITY. If any provision of these Terms or the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms or the Agreement shall remain in full force and effect and be construed so as to best effectuate the intention of the parties.

25. ENTIRE AGREEMENT. The Agreement represents the entire agreement between Customer and Amira with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Amira with respect thereto.

26. NOTICES. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the PO or other ordering document. Either party may update its address set forth above by giving notice in accordance with this section.

27. PUBLICITY. Unless Customer notifies Amira otherwise in writing, Customer agrees to allow Amira to use and display Customer's name and logo on Amira's website and in Amira's promotional materials to identify Customer as a customer.

28. MISCELLANEOUS. Except as otherwise provided herein, no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.