

## Miura Connect Terms Of Use

These Miura Connect Terms of Use ("**Terms**") govern your use of the Miura Connect software and web-based platform ("**Services**") and the equipment on which Services are installed and preformed ("**Equipment**") (collectively, the "**Portal**"), and all of the user manuals, technical manuals, and any other materials, in physical or electronic form, provided by Miura Canada Co., Ltd. ("**Miura**"), directly or indirectly, to you ("**you**" or "**your**") concerning the use of the Portal ("**Manuals**").

BY CLICKING THE "ACKNOWLEDGE AND AGREE" BUTTON, YOU: (I) REPRESENT THAT YOU ARE OF THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT THE INFORMATION PROVIDED IS ACCURATE AND COMPLETE IN ALL RESPECTS; (II) REPRESENT THAT YOU HAVE BEEN AUTHORIZED BY MIURA TO ACCESS AND USE THE PORTAL; AND (III) ACCEPT THESE TERMS, INCLUDING THE MIURA PRIVACY POLICY, AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SIGN OR CLICK THE "ACCEPT" BUTTON, AND YOU WILL NOT BE AUTHORIZED, AND YOU MUST NOT ACCESS OR USE THE PORTAL.

1. Limited License Grant. Subject to your strict compliance with these Terms, Miura hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Portal solely (i) in accordance with the Manuals; (ii) as installed on the Equipment by Miura; and (iii) for your/your employer's business purposes with Miura. Miura may, limit, suspend or terminate the forgoing license without prior notice or liability, at its sole and entire discretion and for any reason whatsoever. You shall create your unique password protected account for the Services, and only access the Portal while you are logged into such account. Information provided for setting up the account will only be used for setup and maintenance of the account. Miura will handle the personal information that you provide in accordance with Miura's Privacy Policy, which may be accessed at: <http://www.miuraboiler.ca/miura-canada-privacy-policy>

You are responsible for maintaining the confidentiality of your account and password. You are solely responsible for any and all activities or actions that occur under your account and/or password. You must notify Miura immediately upon becoming aware of or suspect any breach of security or unauthorized use of your account. You shall immediately cease access to the Portal when you are no longer an authorized user.

2. Use Restrictions. You shall not and shall not attempt to, directly or indirectly: (i) use the Portal except as set forth in Section 1; (ii) remove, disable, circumvent, or otherwise create or implement any workaround to, any protection or security features of the Portal which are designed to prevent unauthorized use; (iii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Portal or any part thereof; (iv) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of Services or the Equipment, in whole or in part; (v) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Portal; (vi) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Portal to any person or entity without Miura's prior written consent; (vii) use the Portal in any manner or for any purpose that violates any law, regulation, or rule, or otherwise infringes any third-party's legal rights; or (viii) use the Portal for purposes of competitive analysis of it, the development of a competing service or equipment or service, or any other purpose that is to Miura's commercial disadvantage.

3. Intellectual Property Rights. You acknowledge that the Portal is provided under license, and not sold, to you. You do not

acquire any ownership interest in the Portal under these Terms, or any other rights to the Portal other than to use the Portal in accordance with Terms. Miura shall retain its entire right, title, and interest in and to the Portal and all intellectual property rights relating to the Portal. If you send or transmit any communications or materials to Miura by mail, email, telephone, or otherwise, suggesting or recommending changes to the Portal, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Miura will be free to use such Feedback without any limitation, attribution, compensation or obligation to any party. You hereby assign to Miura, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Miura is not required to use any Feedback.

4. Collection and Use of Information. Miura may, directly or indirectly monitor, collect and store statistical, transactional and usage information and data regarding use of the Portal or through which the Portal otherwise is accessed and used (including your access and use of the Portal) (collectively, "**Portal Data**"). All right, title, and interest in Portal Data, and all intellectual property rights therein, belongs to and are retained solely by Miura. You agree that Miura may use such information and data for any purpose, including but not limited to: (i) improving the performance and developing updates to the Portal; (ii) verifying compliance with these Terms; (iii) enforcing Miura's rights, including all intellectual property rights in and to the Portal; and (iv) other business purpose of Miura.

5. Disclaimer of Liability. In no event will Miura or its affiliates and representatives, be liable to you for any indirect, incidental, special, consequential or punitive damages in relation to: (i) your access or use, or inability, interruption or delay to access or use the Portal; (ii) any conduct or content of any third party on the Portal; (iii) any consent obtained from the Portal; (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Miura does not provide any service-level assurance under these Terms. Your use of the Portal is at your sole risk. The Portal is provided on an "AS IS" and "AS AVAILABLE" basis. The Portal is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

6. Warning. THE PORTAL SHOULD ONLY BE USED FOR SUPPLEMENTAL, SECONDARY, AND ASSISTANT PURPOSES. THE PORTAL IS NOT INTENDED TO SERVE AS, AND SHALL NOT BE USED AS A REPLACEMENT OF ANY PERSONNEL OR EQUIPMENT DESIGNED OR ASSIGNED FOR THE INSPECTION, MONITOR, QUALITY CONTROL, REPAIR OR MAINTENANCE OF ANY EQUIPMENT INCLUDING BOILERS, ESPECIALLY THOSE REQUIRED FOR THE SAFETY PURPOSES OR BY APPLICABLE LAWS.

7. Governing Law. These Terms are governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law rules.

For any questions, please contact us at: [canada@miuraz.com](mailto:canada@miuraz.com)

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