

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 12.

PLEASE READ THE AGREEMENT CAREFULLY.

May 26<sup>th</sup>, 2022, Alpha Release (Subject to changes).

SarvaLabs Inc (referred as Sarva)'s, IOME (“**IOME**,” “**we**,” “**us**,” or “**our**”) is a Zero knowledge solution for MOI Id which is decentralized Identity in MOI eco-system. IOME hosts a website to register for the service and get account information to access the IOME services. Applications can use these Moi-ID provided the registered Customer (“You”, “User”) has given permission to those applications. Currently our IOME service is an Alpha **version and there are no charges to You. Sarva has NO obligation towards the services and You have NO rights. Please note that we may start charging you for IOME services in near future based on our business plan and below Payment Terms in section 7 holds good then.**

These Terms of Use (the “**Terms**,” “**Terms of Use**” or “**Agreement**”) contain the terms and conditions that govern your access to and use of the Service Offerings (as defined below) provided by us and is an agreement between us and you or the entity you represent (“**you**” or “**your**”). Please read these Terms of Use carefully before using the Service. By clicking a button or checkbox to accept or agree to these Terms where that option is made available or, if earlier, using or otherwise accessing the Services (the “**Effective Date**”), you (1) accept and agree to these Terms and any additional terms, rules and conditions of participation issued by Sarva from time to time and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy. If you do not agree to the Terms, then you may not access or use the Services.

You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

In addition, you represent to us that you and your financial institutions, or any party that owns or controls you or your financial institutions, are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity

List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority and (2) not located in any country to which the United States has embargoed goods or has otherwise applied any sanctions.

## 1. THE SERVICE OFFERINGS (SERVICES).

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings. Please note this is an Alpha Release and subject to changes.

1.2 Account: To access the Services, you must first create a Moi-ID account at <https://www.iome.ai> with an available username and strong password that follows mentioned validation rules. Our Identity Service allows you to use your Moi-ID in MOI enabled applications permitted by you to use your identity. Our service allows you to share certain information of your choice with other apps and users. You are solely responsible for the correctness of your data, sharing of your data with other apps or users. and use on or through the Service, including its legality, reliability, and appropriateness.

By permitting your Moi-ID on or through the Service, you represent and warrant that: (i) the Moi-ID is yours (as you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the permission to your Moi-ID on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

Your Moi-ID is totally yours and you take complete responsibility in managing your account. **Sarva under no circumstance has the obligation nor responsibility to manage your account. For example, Sarva CANNOT delete your Moi-ID account and You are solely responsible for your acts on your account.**

You retain any and all of your rights to your Moi-ID, permit other apps to your Moi-ID on or through the Service and you are responsible for protecting those rights. Sarva takes no responsibility, no obligation and assume no liability for you or any third-party apps through IOME.

**Sarva has the right but not the obligation to monitor all Your activity which are meant to be transparent.**

1.3 Third-Party Content. Third-Party Content may be used by you at your election.

Yet Moi-ID helps user to share only relevant information at that particular context/situation. Third-Party Content is governed by this Agreement and, if

applicable, separate terms and conditions accompanying such Third-Party Content may be required.

1.4 Technical Support Services. No Support or Maintenance. You acknowledge and agree that Sarva will have no obligation to provide you with any support or maintenance in connection with the IOME Services.

1.5 Your Password, Secret Recovery Phrase (SRP which is a seed phrase) and Password Security Questions: It is Your sole responsibility to protect your password, SRP and Password security questions. Sarva does not take any responsibility nor it has any obligation on this. If you lose any of the above, under no circumstance Sarva will be able to help you nor obligated to help you to recover or reset your account credentials.

## 2. CHANGES.

2.1 To the Service Offerings & APIs: Sarva reserves the right, at any time, to modify, suspend, or discontinue the Service offering and API's (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service & API's or any part thereof.

## 3. SECURITY AND DATA PRIVACY.

3.1 Security Risks. You acknowledge that the proof of the login information will be stored on Decentralized Storage. You understand there is no limitation on loss of Your Content, loss of access to, or ability to manage, Your Content and dependence on third party nodes running such Decentralized Storage Services. We will exercise no control whatsoever over Your Content and the content of the information passing through the network, provided that it adheres to all other conditions set forth herein and in our Policies.

3.2 Data Privacy. You consent to the storage of Your Content in, and transfer of Your Content into, the regions we operate in, regions in which our servers are located or regions in which servers relating to Decentralized Storage Services are located. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Content to any government or third party except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

#### 4. YOUR RESPONSIBILITIES.

4.1 Your Accounts. (a) You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. You will bear full risk of loss and damage to Your Content. You acknowledge and agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or any of Your Content displayed, linked, transmitted through or stored on **Chain/Decentralized Storage Services**. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your Content; (ii) maintain independent archival and backup copies of Your Content; and (iii) ensure the security, confidentiality and integrity of Your Content transmitted through our Services or stored on Chain/Decentralized Storage Services. Decentralized Storage Services are not intended to be used for data backup or archiving purposes. We shall have no liability to you or any other person for loss, damage or destruction of any of Your Content.

4.3 Log-In Credentials and Account Keys. To the extent we help you build Moi-ID and use SDK services, meant for application use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.4 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

#### 5. TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use the IOME Services and API. We may suspend or terminate your rights to use the IOME Services at any time for any reason at our sole discretion, in violation of

these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the IOME Services and API will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account.

## 6. PROPRIETARY RIGHTS.

6.1 Your Content. Except as provided in this Section 6, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

6.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

6.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, APIs, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the Moi-ID Content solely in connection with your permitted use of the Services. Except as provided in this Section 6.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, API's, including any related intellectual property rights. Some Moi-ID Content and Third-Party Content may be provided to you under a separate license, or other open-source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the Moi-ID Content or Third-Party Content that is the subject of such separate license.

6.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the

extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You will not use the Moi-ID Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavours). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

6.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

## 7. PAYMENT TERMS

### 7.1 Payment

IOME alpha version (v1-alpha.0.0) at present doesn't have anything like Payment or Terms.

Below payment terms will be applicable once IOME starts charging for services anytime in future giving you sufficient time with advance notification to You.

Payment must be received in full prior to account/service activation. All accounts must not have delinquent balances. Once payment is received, the account will be activated. Each payment is due thirty (30) days from the day of the previous payment. Customers will be notified via email 14 days prior to the account due date. Failure to make payment prior to the due date may result in deactivation of the Account/Service any time after payment is due.

Payment for your service must be paid at the beginning of each billing cycle. Sarva reserves the right to modify the pricing of each service, mid-cycle, and without prior warning. Future payments on all subsequent billing cycles shall be in accordance with the new pricing.

Upon entering into this Agreement, you must choose to pay either by direct charge to a credit or debit card or receive an invoice and submit the invoice amount by credit or debit card. If you choose to pay by credit or debit card upon registering for the Services, you thereby authorize Sarva to charge your credit or debit card to pay for any charges that may apply to your account. You must notify Sarva of any changes to your card account information including but not limited to applicable account number, cancellation, or expiration of the account, billing address, or any information that may prohibit Sarva from charging your account. If customer fails

to notify Sarva of any changes to customer's card account information prior to the account due date, Sarva will deem the account payment delinquent after the account balance is due and deactivate customer's account/service.

If for any reason Sarva is unable to charge your Payment Method for the full amount owed for the Services provided, or if Sarva receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that Sarva may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any Services registered or renewed on your behalf. Sarva reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Sarva may perform outside the normal scope of its Services, (ii) additional time and/or costs Sarva may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Sarva in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) disputes that require accounting or legal services, whether performed by Sarva staff or by outside firms assigned by Sarva; (iii) recouping any and all costs and fees, including the cost of Services, incurred by Sarva as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with Sarva.

## 7.2 Default and Cure

In the event that either party hereto defaults in the performance of any of its material duties or obligations under this Agreement, including failure to make any payments due under this Agreement, and such default is not cured within five (5) business days after written notice is given to the defaulting party specifying the default, then the party not in default, after given written notice thereof to the defaulting party, may terminate this Agreement.

## 7.3 Charges

You agree to pay for all charges or costs attributable to your use of the Service at the then current Sarva prices, which shall be exclusive of any applicable taxes. You are responsible for the payment of all Federal, State, and Local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on Sarva net income.

## 7.4 Refund Policy

All payments made to Sarva for any product(s) and/or service(s) are considered final and non-refundable. Said payments for product(s) and/or service(s) are non-refundable under any condition unless otherwise provided by applicable law.

## 7.5 Customer Default

If the Customer is in default of any of its obligations under this Agreement, then Sarva may in its sole discretion do any or all of the following: (i) without notice suspend access to the Services, (ii) if the Customer's default is non-payment of any sums due to Sarva, exercise all the rights and remedies of a secured party under applicable law including, without limitation, with the minimum notice (if any) required by law.

## 8. INDEMNIFICATION.

8.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any claim concerning: (a) your or any End Users' use of the Service Offerings (including any use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees and expenses, as well as our employees' and contractors' time and materials spent responding to any subpoena or other compulsory legal order or process associated with claims described in (a) through (c) above at our then-current hourly rates.

### 8.2 Intellectual Property.

1. Subject to the limitations in this Section 8, you will defend Sarva, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
2. Neither party will have obligations or liability under this Section 8.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, Sarva will have no obligations or liability arising from your or any End User's use of the Services after Sarva has notified you to discontinue such use. The remedies provided in this Section 7.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

8.3 Process. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.



## 9. DISCLAIMERS; RISK.

9.1 DISCLAIMER. THE SERVICE OFFERINGS ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 10. LIMITATIONS OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE IOME SITE AND THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE IOME SITE AND THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE IOME SITE AND THE SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR

A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, FAILURE TO ACCESS, RETRIEVE, MANAGE OR DELETE, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA; (E) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (F) HUMAN ERRORS; (G) TECHNICAL MALFUNCTIONS; (H) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (I) OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICES); (J) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (K) INABILITY TO FULLY ACCESS THE IOME SITE OR THE SERVICES OR ANY OTHER WEBSITE; (L) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; (M) DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; (N) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR (O) ANY OTHER MATTER RELATING TO THE IOME SITE OR THE SERVICES. IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 10 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 11. MODIFICATIONS TO THE AGREEMENT.

We reserve the right, at our sole discretion, to modify or replace any part of this Agreement (including any Policies) at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the IOME Site or the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through the IOME Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## 12. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

12.1 Binding Arbitration. Any dispute, claim or controversy (“**Claim**”) relating in any way to this Agreement, the IOME Site, your use of the Service Offerings, or to any products or services sold or distributed by Sarva will be resolved by binding arbitration as provided in this Section 11, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, 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 the terms of this Agreement as a court would. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in a Federal District Court or a Delaware state court located in Delaware. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. If for any reason a claim proceeds in court rather than in arbitration, we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

12.2 Class Action Waiver. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award 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 a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

12.3 30-Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Sarva Technologies Inc, 11, Nestle wood way, Princeton, NJ 08540 and via email at [info@sarva.ai](mailto:info@sarva.ai), with subject line IOME LEGAL OPT OUT. The notice must be sent within 30 days of your first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we will also not be bound by them.

### 13. MISCELLANEOUS.

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Sarva as a party to this Agreement and Sarva is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

13.3 Force Majeure. Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, cyber-attacks,

earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. This Agreement and any dispute of any sort that might arise between you and us will be governed by the laws of the State of Delaware, USA, without giving effect to conflict of law rules. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.5 Trade Compliance. In addition to the representation and warranty above, in connection with this Agreement, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us under the Agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occur.

13.6 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.7 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.8 Confidentiality and Publicity. Each party may use Confidential Information only in connection with its use or provision, as applicable, of the Service Offerings as permitted under this Agreement. Neither party will disclose Confidential

Information during the Term or at any time during the 5-year period following the end of the Term. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures the Disclosing Party take to protect its own confidential information of a similar nature. Neither party will issue any press release nor make any other public communication with respect to this Agreement or its use or provision, as applicable, of the Service Offerings in connection with this Agreement.

### 13.9 Notice.

1. To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the IOME Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the IOME Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
2. To Us. To give us notice under this Agreement, you must contact Sarva by email at [info@sarva.ai](mailto:info@sarva.ai) or personal delivery, overnight courier or registered or certified mail to the following mailing address: Sarva Technologies Inc, 11, Nestle wood way, Princeton, NJ 08540. We may update the email or address for notices to us by posting a notice on the IOME site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

13.10 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.11 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.12 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

13.14 Notice and Procedure for Making Claims of Copyright Infringement. If you are a copyright owner or agent of the owner, and you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide us a written notice at the address below with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You can reach us at: Email: [info@sarva.ai](mailto:info@sarva.ai) Subject Line: Copyright Notification  
Mail Attention: Sarva Technologies Inc, 11, Nestle wood way, Princeton, NJ  
08540

## 14. DEFINITIONS.

“Acceptable Use Policy” means the policy set forth below, as it may be updated by us from time to time. You agree not to, and not to allow third parties to, use the Services:

1. to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
  2. to engage in, promote or encourage any illegal or harmful activity or infringing, offensive or harmful content;
  3. for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
  4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
  5. to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
  6. to disable, interfere with or circumvent any aspect of the Services;
  7. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitations (“spam”); or
  8. to use the Services, or any interfaces provided with the Services, to access any other IOME product or service in a manner that violates the terms of service of such other Moi-ID product or service.
- “**Account Information**” means information about you that you provide to us in connection with the creation or administration of your Moi-ID account. For example, Account Information includes names, usernames, phone numbers, and email addresses with your Moi-ID.
  - “**API**” means an application program interface.
  - “**Confidential Information**” means all non-public information disclosed by one party its affiliates, business partners or its or their respective employees, contractors or agents (collectively, the “Disclosing Party”) to the other party (the “Receiving Party”) that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) non-public information relating to the Disclosing Party’s or its affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the Disclosing Party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be



shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to the Confidential Information.

- **“Content”** means software (including machine images), data, text, audio, video or images.
- **“Decentralized Storage Services”** means any distributed or decentralized file storage service, including without limitation IPFS.
- **“Documentation”** means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <https://docs.moi.technology> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by us from time to time.
- **“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account.
- **“Governing Laws”** mean the laws of the State of Delaware, without giving effect to any conflict of law rules.
- **“IOME Content”** means Content we or any of our affiliates make available in connection with the Services or on the IOME Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). IOME content does not include the Services or Third-Party Content.
- **“IOME Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of Sarva and their affiliates that we may make available to you in connection with this Agreement.
- **“IOME”** means <https://www.iome.ai/> (and any successor or related site designated by us), as may be updated by us from time to time.
- **“Losses”** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).’
- **“Policies”** means this Agreement, the Acceptable Use Policy, Privacy Policy, all restrictions described in the IOME Content and on the IOME Site, and any other policy or terms referenced in or incorporated into this Agreement, each as may be updated by us from time to time, but does not include whitepapers or other marketing materials referenced on the IOME Site.
- **“Privacy Policy”** means the privacy policy located at <https://www.iome.ai/privacy-policy.pdf>
- (and any successor or related locations designated by us), as it may be updated by us from time to time.

- **“Service”** means each of the services, including the IOME Site and any other features, tools, materials, or services offered from time to time, including our network infrastructure, by us or our affiliates. Services do not include Third-Party Content.
- **“Service Offerings”** means the Services (including associated APIs), the IOME Content, the IOME Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.
- **“Suggestions”** means all suggested improvements to the Service Offerings that you provide to us.
- **“Technical Support Services”** means the technical support services relating to the Services provided by us to you in accordance with the terms of your Selected Plan.
- **“Termination Date”** means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.
- **“Third-Party Content”** means Content made available to you by any third party on the IOME Site or in conjunction with the Services.
- **“Your Content”** means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your IOME account and any computational results that you or any End User derive from the foregoing through their use of the Services. Your Content does not include Account Information.