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This End User License Agreement (“Agreement”) sets forth the terms and conditions under which AIAIO Inc., a Delaware corporation with its principal place of business in California (the “Licensor”), grants you, the end user, a license to use its Hey Aio mobile application (the “Software”).

THIS AGREEMENT INCLUDES A LIMITED WARRANTY PROVISION, A LIMITATION OF LIABILITY PROVISION, AND AN INDEMNIFICATION PROVISION. PLEASE READ EACH PROVISION CAREFULLY, AS EACH AFFECTS YOUR LEGAL RIGHTS.

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9. **Limited Warranty.** The Licensor warrants that for a period of thirty (30) days from the date of installation, the Software, if used as directed, will substantially achieve its intended functionality. The Licensor does not warrant, however, that your use of the Software will be uninterrupted or error-free.

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12. **Survival.** The Provisions of Sections 2, 3, 4, 5, 6, 8, 9, 10, and 11 of this Agreement shall survive any termination or cancellation of this Agreement.
13. **Severability.** If any provision of this Agreement is found to be invalid, all other provisions will remain in full force and effect.
14. **Entire Agreement.** You acknowledge and agree that this Agreement constitutes your entire agreement with the Licensor concerning the Licensor's granting you a license to use the Software, and this Agreement supersedes any proposals, prior agreements, oral or written, and all other communications between you and the Licensor or from the Licensor to the public related to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by both you and an authorized representative of the Licensor.
15. **Force Majeure.** The Licensor shall not be liable under this Agreement for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is the result of causes beyond its control, including, but not limited to, labor disputes, civil commotion, war, fire, flood, inclement weather, and governmental orders. In that event, the Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
16. **Waiver.** The failure of the Licensor to exercise or enforce any right under or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the Licensor must be in writing and signed by an authorized representative of the Licensor.

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