MIA LABS

DEALER REFERRAL PROGRAM

TERMS AND CONDITIONS

Effective Date: June 26, 2026

1. Program Overview

The Mia Labs Dealer Referral Program (the "Referral Program") is designed to reward existing customers ("Referrers") for referring qualified new customers ("Referees") to Mia Labs, Inc. ("Mia"). By participating in the Referral Program, both Referrers and Referees agree to be bound by these Terms and Conditions (the "Referral Terms"). Mia reserves the right to modify or terminate this program at any time.

2. Definitions

"Qualified Product" means Mia's Inbound or Outbound Communications Platform (Mia's "Core Platform"). Mia reserves the right to update the list of Qualified Products from time to time.

"Qualified Contract" means a signed order form or agreement between Mia and a Referee for a Qualified Product that has an annualized contract value of at least $25,000. Only the annualized value attributable to the Referee's first executed contract with Mia will be considered when determining Referral Incentive eligibility.

"Rooftop" means an authorized franchise automobile dealership (i) for which Mia is certified or otherwise approved to provide the Qualified Product, and (ii) with a unique physical address.

"Bill Credit" means a non-transferable, non-redeemable credit applied to a participant's Mia invoice(s). Bill Credits have no cash value and may not be exchanged for cash or any other form of compensation.

3. Eligibility

3.1 Referrer Eligibility

To participate as a Referrer, an individual must:

- Be an owner of, or employed by, a current Mia customer in good standing (i.e., no outstanding overdue invoices or material contract breaches);
- Be subscribed to, or employed by an entity subscribed to, a Qualified Product; and
- Have completed the referral submission process described in Section 4 below.

3.2 Referee Eligibility

To qualify as a Referee, a business must:

- Be a new Mia customer that has not previously entered into a subscription or services agreement with Mia;
- Not be an affiliate, subsidiary, or related entity of the Referrer or of the Referrer's employer; and
- Enter into a Qualified Contract following a Referrer's qualified submission.

3.3 Disqualification

Mia reserves the right to disqualify any Referrer or Referee who: (a) misrepresents their identity or relationship; (b) manipulates the referral process; or (c) violates any provision of these Referral Terms. Mia's determination of eligibility is final.

4. Referral Process

To make a referral, a Referrer must:

- Submit the referral through the designated referral portal at [mia.com/refer] or such other official channel as Mia may designate (the "Referral Portal");
- Provide accurate and complete information about the prospective Referee, including company name, contact name, and contact information;
- Obtain any required consent from the Referee prior to submitting their information; and
- Submit the referral before Mia has initiated its own sales outreach with the Referee.

Mia will not honor referrals submitted outside of the Referral Portal. Duplicate submissions, referrals for existing Mia customers, or referrals where Mia was already in active sales discussions with the Referee prior to submission will be disqualified.

5. Referral Incentives and Payouts

5.1 Incentive Structure

Upon successful qualification (as defined in Section 6), both the Referrer and the Referee will each receive a Bill Credit based on the number of Rooftops included in the Referee's first Qualified Contract with Mia, as set forth in the table below:

Rooftops in First Qualified Contract	Referrer Bill Credit	Referee Bill Credit
1–5 Rooftops	$1,000	$1,000
6–10 Rooftops	$2,500	$2,500
11+ Rooftops	$5,000	$5,000

5.2 Bill Credit Application

Bill Credits will be applied directly to the participant's next Mia invoice following confirmation of qualification. Bill Credits:

- Are non-transferable and may only be applied to the account of the qualifying Referrer or Referee;
- Have no cash value and cannot be redeemed for cash, check, or other compensation; and
- May not be combined with other promotional offers unless expressly authorized by Mia in writing.

5.3 One Referral Per Referee

Each Referee may only be referred once. Only the first eligible referral submission for a given Referee will qualify for a Bill Credit. In the event of duplicate referrals, Mia will determine the qualifying submission at its sole discretion.

6. Qualification Criteria

A referral will be considered "successfully qualified" only if all of the following conditions are met:

- The Referee has entered into a Qualified Contract with Mia following a qualifying referral submission;
- The Referee's Qualified Contract has an annualized contract value of at least $25,000, regardless of the underlying contract term length;
- The Referee has paid its first invoice for subscription fees under the Qualified Contract; and
- The Referee has been live on the Mia Platform in a production environment (not a sandbox or trial environment) for at least ninety (90) consecutive calendar days.

For illustrative purposes: Dealer A refers Group B to Mia. Group B is a 6-rooftop dealership group. All 6 rooftops sign a Qualified Contract with an annualized value exceeding $25,000, all 6 locations have been live in production for 90 days, and Group B has paid its first subscription invoice. In this scenario, Dealer A will receive a $2,500 Bill Credit and Group B will also receive a $2,500 Bill Credit, each applied to their respective next Mia invoice.

7. Privacy

Participation in the Referral Program requires the submission of personal and business information about the Referrer and/or Referee. Information collected in connection with the Referral Program will be used to:

- Operate, administer, and fulfill the Referral Program, including issuing Bill Credits to qualified participants;
- Evaluate and improve the effectiveness of the Referral Program;
- Communicate with participants regarding their referral status;
- Monitor compliance with these Referral Terms; and
- Comply with applicable legal obligations.

All personal data collected in connection with the Referral Program is processed in accordance with Mia's Privacy Policy, available at www.mia.inc/privacy-policy. Referrers are responsible for obtaining any required consent from Referee contacts prior to submitting their information through the Referral Portal.

8. Program Administration

Mia reserves the right, in its sole discretion, to:

- Interpret and administer these Referral Terms;
- Modify, suspend, or terminate the Referral Program (or any component thereof) at any time, with or without notice;
- Disqualify any participant who violates these Referral Terms or engages in fraudulent, abusive, or otherwise objectionable conduct; and
- Make all final determinations regarding eligibility, qualification, and the awarding of Bill Credits.

Any modifications to these Referral Terms will be posted to the Referral Portal and/or Mia's website. Continued participation in the Referral Program following the posting of any changes constitutes acceptance of the modified Referral Terms.

9. General Provisions

9.1 Entire Agreement

These Referral Terms constitute the entire agreement between each participant and Mia with respect to the Referral Program and supersede all prior or contemporaneous communications, understandings, or agreements, whether written or oral, relating to the subject matter hereof.

9.2 Severability

If any provision of these Referral Terms is found to be invalid, void, or unenforceable, such provision (or the offending part thereof) will be deemed modified to the

minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

9.3 Governing Law and Dispute Resolution

These Referral Terms are governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any dispute arising out of or relating to the Referral Program or these Referral Terms shall be resolved exclusively in the state or federal courts located in Travis County, Texas, and each participant irrevocably submits to the personal jurisdiction of such courts.

9.4 No Waiver

Mia's failure to enforce any right or provision of these Referral Terms will not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Mia.

9.5 Assignment

Participants may not assign their rights or obligations under these Referral Terms without Mia's prior written consent. Mia may freely assign its rights and obligations hereunder.

9.6 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIA'S TOTAL LIABILITY TO ANY PARTICIPANT IN CONNECTION WITH THE REFERRAL PROGRAM SHALL BE LIMITED TO THE VALUE OF THE BILL CREDIT EARNED BY THAT PARTICIPANT. IN NO EVENT SHALL MIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE REFERRAL PROGRAM.