



Airia AI Partner Terms and Conditions

These Airia AI Partner Terms and Conditions (“Terms”), together with any Order Forms, Addendums, and any other documents incorporated into these Terms (collectively, the “Agreement”) is entered into between Airia LLC (“Airia”) and the Partner electronically agreeing to these terms or listed on a corresponding Order Form, as applicable (“Partner”) and is made effective on the date Partner agrees to these terms (“Effective Date”). Both Airia and Partner may be referred to as “Party” or collectively, the “Parties”. If the individual entering into the Agreement is doing so on behalf of an entity (including the entity’s Affiliates), the individual must have the authority to bind the entity, and where applicable, the Affiliates, to the Agreement. If not, the Agreement is void.

1. **Definitions.**

“**Affiliate**” with respect to a Party, any entity controlled by, controlling or under common control with that Party (control meaning having more than 50% ownership).

“**Airia Services**” means all services provided by Airia to Partner, including Software, Documentation, Support and Professional Services, SDKs, and tools.

“**API**” means any integration, connector, or application programming interface allowing the exchange of data between the Software and Partner’s systems or Third-Party Services.

“**BYOK**” means any ‘bring your own key’ for an API from Partner’s Models and Third-Party Services Model providers (Software access needed).

“**Confidential Information**” means any information marked or designated as confidential by a Party, as well as any information that, under the circumstances of its disclosure, should reasonably be considered to be confidential, such as Documentation, pricing, software code, functionality, Airia Services, and non-public technical, business, or financial information.

“**Content**” means all Input, Output, data, information, or content provided by or on behalf of Partner (including via a Partner Application, User, or Guest) to Airia or submitted to the Software.

“**Documentation**” means any user guide or technical documentation for the Airia Services provided by Airia.

“**DPA**” means the [Data Processing Addendum](#), as may be amended by Airia from time to time.

“**Execution**” means a single and successful run of a workflow that is triggered by an Input and progresses through the workflow’s defined steps (i.e., a combination of Models, tools, data sources, or other technology) and generates an Output.

“**Guest**” means any third party (e.g., Partner’s end Partner) that runs an Execution via Spaces. Guests are not Users and may not be issued User log-in credentials.

“**Input**” means any query, request, prompt, or Content submitted by or on behalf of Partner through the Software for processing by a Model or to run an Execution.

“**Marks**” means trademarks, service marks, logos, and other related marketing materials.

“**Model**” means an artificial intelligence model made available by Airia or Partner (BYOK) in the Software.

“**Order Form**” means: (i) the signed ordering document between the Parties; or (ii) the selected Airia Services accessed by Partner.

“**Output**” means the generative content, information, or output produced from a Model or Execution based on Input.

“**Partner Application**” means any authorized Partner application, product, or service created by or licensed to Partner that Partner uses with the Software.

“**Professional Services**” means any configuration, implementation, or other services relating to the Software that are provided by or on behalf of Airia as referenced on an Order Form or SOW.

“**SDK**” means Airia’s then-current version of its software development kit.

“**Software**” means the Airia software platform (including but not limited to APIs, Models, web and mobile applications, prompt libraries, AI Components, environment, and Updates).

“SOW” means a statement of work detailing the in-scope Professional Services.

“Spaces” means a virtual space where Partner may invite (e.g., send QR code) Guests to run Executions.

“Subscription Term” means the term length listed on an Order Form.

“Support Services” means any support services listed on an Order Form as further detailed in any overview or documentation that may be provided by or on behalf of Airia from time to time.

“Third-Party Services” means a third-party’s products, services, websites, or materials that are selected to be used by Partner in or with the Software.

“Updates” means any addition or modification of functionality, features, patches, and fixes applied to the Software by Airia.

“User” means Partner’s employees and agents that have a user account under Partner’s account and use the Software solely for the benefit of Partner.

2. **Partner Program Overview.**

- 2.1. Partner Program. Partner agrees to collaborate with Airia in the marketing and promotion of Airia Services, including where appropriate, referring potential Partners to Airia (“Purpose”) pursuant to the Agreement. Partner agrees to participate in Airia’s partner program (the “Partner Program”). Airia may update the Agreement, including these Terms, the Partner Program, and any Addendums from time to time, with or without notice, and Partner’s continued participation in the Partner Program shall be deemed acceptance of such updates. Partner acknowledges these Terms do not grant Partner any right to use the Airia Services and an Addendum or Order Form is needed to be granted such a right.
- 2.2. Specific Programs. Partner and Airia may enter into Addendum(s) to these Terms upon the Parties mutual written agreement (“Addendum”). The various Addendums may give Partner additional rights and obligations with respect to the Partner Program and Airia Services. Any Partner Program Addendum attached or separately executed by the Parties will automatically be deemed to be incorporated into this Agreement by reference. The attached Referral Addendum is incorporated by reference.
- 2.3. Partner Training. To be a key Partner Program member, Partner must be knowledgeable and experienced with the Airia Services. To assist Partner in becoming an Airia Services champion, Airia may, in its discretion, make available training materials, Documentation, certification programs, support services, and other resources to Partner (“Partner Training”). Partner’s applicable personnel shall complete any Partner Training required by Airia. Airia reserves the right to terminate the Agreement immediately if Partner fails to complete any required Partner Training within a reasonable time period.
- 2.4. Affiliates. Partner’s Affiliates may participate in the Partner Program by either: (i) executing a separate agreement with Airia; or (ii) a Partner Affiliate executes an Order Form referencing the Agreement or signs a copy of the Agreement. In the event an Affiliate and Airia agree to (ii), all references in the Agreement to “Partner” shall mean the applicable Partner Affiliate. Partner consents to Airia disclosing a copy of the Agreement to Partner Affiliates.

3. **Marks.**

- 3.1. Grant. Each Party grants (“Grantor”) the other Party (“Grantee”) a limited, non-exclusive, non-transferrable, non-sublicensable, and revocable right to use the Grantor’s Marks solely to reference, promote, and market the Purpose, and in addition for Partner, to reference, promote, and market the Airia Services. All promotions must be displayed or written in a positive manner, whether independently or in conjunction with Grantee’s products or services, to its Partners and prospective Partners (“Publication”) in accordance with this Agreement. Grantee agrees: (i) it shall obtain Grantor’s prior written consent before posting each Publication; (ii) it shall comply with any branding guidelines relating to the Marks that are provided by Grantor; and (iii) Grantor may revoke any right to use its Marks under this Agreement by providing Grantee with written notice, and upon receiving such written notice, Grantee shall remove all or specific Publication(s), as designated by Grantor, within three (3) days.
- 3.2. Restrictions. Grantee shall not, without first obtaining Grantor’s prior written consent: (i) modify the Marks in any way; or (ii) display the Marks with any other third party’s content, marks, or materials. Grantee shall maintain any copyright or trademark notices or marks that appear on any Grantor Marks.

4. **Term and Termination.**

- 4.1. Term. This Agreement is effective as of the Effective Date and will remain in effect for 12 months unless

otherwise terminated in accordance with the terms of this Agreement (“Initial Term”). The Initial Term shall automatically renew for additional 12-month periods until the Agreement is terminated (each 12-month renewal a “Renewal Term” and the Initial Term and Renewal Term(s) may be collectively referred to as the “Term”). If applicable, a Referral Addendum’s term shall be coterminous with the Term of the Agreement.

- 4.2. **Subscription Term.** Notwithstanding the Term Section above, if Partner purchases Airia Services, then the Agreement shall apply for an Order Form’s Subscription Term, even if otherwise terminated. Order Forms shall automatically renew for the same time period as the expiring Subscription Term on Airia’s then-current pricing. Partner may opt-out of automatically renewing by: (i) if on a month-to-month term, cancelling the Airia Services via the Software at any time; or (ii) if on a fixed Subscription Term, providing Airia with at least 30 days’ prior written notice from the end of the current Subscription Term (email is sufficient).
- 4.3. **Termination.** Without affecting any other right or remedy available to it, either Party may terminate this Agreement or any Referral Addendum (but not an Order Form), at any time without cause upon thirty (30) days’ prior written notice to the other Party. Termination of these Terms shall automatically terminate all Addendums entered into under this Agreement, subject to any survival obligations.
- 4.4. **Effect of Termination.** Subject to the this Term and Termination Section, upon termination of the Agreement or any portion thereof for any reason: (i) the rights and licenses granted to either Party under the Agreement will terminate; (ii) Partner shall immediately pay all amounts due to Airia, if any under the Agreement; and (iii) each Party shall immediately cease access and use, and promptly destroy any and all copies, of the other Party’s Confidential Information, and upon written request, have an authorized representative confirm the same in writing. If applicable, upon the termination or expiration of all active Order Forms, Airia will delete Content within 30 days of such termination or expiration.

5. **Payment and Fees.**

- 5.1. **Applicability.** If Partner enters into an Order Form for Airia Services, this Payment and Fees Section applies.
- 5.2. **General Fees.** All Software, Support Services, and Professional Services fees listed on an Order Form will be due and payable as stated in the Order Form. Airia only accepts electronic payments (ACH, wire, or Payment Services). If payment terms are not listed on the Order Form, the payment terms will be as follows: (i) for month-to-month Subscription Terms, fees are due immediately and on a reoccurring monthly basis via the Payment Services; and (ii) for fixed Subscription Terms, fees are paid in full within 30 days of receiving an invoice.
- 5.3. **On-Going Fees.** Fees that are not be listed on an Order Form (e.g., Model tokens, Third-Party Services, consumption-based fees) (“On-Going Fees”) are Partner’s responsibility and subject to the Third-Party Payment Services Section below. All On-Going Fees will be paid via the Payment Services.
- 5.4. **Final Payment.** All fees are non-cancelable and non-refundable except as otherwise stated in the Agreement. All fees paid and expenses reimbursed under this Agreement will be paid in the currency listed on the Order Form.
- 5.5. **Changes.** Airia’s pricing is listed [here](#) (“Pricing Page”). If Partner is on a month-to-month Subscription Term, Airia reserves the right to modify the pricing and payment terms at any time by updating the Pricing Page or otherwise providing notice to Partner. Any changes made will go into effect the next month.
- 5.6. **Third-Party Payment Services.** The Software uses a Third-Party Service provider for payment processing (“Payment Services”) of On-Going Fees and, where applicable, Airia Services fees. By using Airia Services, Partner accepts all applicable Payment Services’ terms and authorizations for credit card and bank account charges. Airia is not liable for any issues or monetary transactions occurring through Partner’s use of the Airia Services. Partner must maintain a \$5.00 minimum balance in its Airia Payment Services account (“Minimum Balance”) for all On-Going Fees. Partner authorizes Airia to charge Partner’s Payment Services to maintain the Minimum Balance, for any Payment Services processing fee allowed under applicable law, and if applicable, for Airia Services fees without any further notice or consent. Partner acknowledges On-Going Fees displayed in the Airia Services are estimates only. Partner may link a credit card, United States bank account, or other allowed payment provider to its Payment Services account.
- 5.7. **Taxes.** All fees listed on an Order Form are exclusive of taxes. Airia will charge Partner taxes listed on an invoice as required by applicable law.

6. ***Applicable Law and Compliance.*** Each Party agrees to comply with their respective obligations under applicable law. Nothing provided by Airia (including Output) shall be taken as professional advice (e.g., legal, financial, medical, etc.).
7. ***Confidentiality.***
- 7.1. ***Obligations.*** Each Party may disclose (“Discloser”) its Confidential Information to the other Party (“Recipient”). Recipient agrees to hold Discloser’s Confidential Information in confidence and not to use, copy, publish, disclose, or transfer the Discloser’s Confidential Information for any other purpose other than as necessary to perform its rights and obligations in this Agreement. Notwithstanding the foregoing, a Recipient may disclose the Disclosing Party’s Confidential Information to the Recipient’s affiliates, agents, consultants, or suppliers (“Recipient Agent”): (i) as necessary to perform its rights and obligations under the Agreement; and (ii) so long as the Recipient Agent is bound to confidentiality obligations at least as stringent as the obligations herein. The Recipient is responsible for its Recipient Agent’s compliance with the confidentiality obligations in this Confidentiality Section. The obligations in this Confidentiality Section shall continue for the Subscription Term and for a period of two (2) years after the Agreement’s termination or expiration, provided the obligation for trade secrets will continue for as long as such information constitutes a trade secret under applicable law.
- 7.2. ***Exceptions.*** Confidential Information does not include information that: (i) is or becomes generally available to the public (except as a result of Recipient’s breach of this Agreement); (ii) is obtained by Recipient on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Recipient establishes by sufficient evidence that the Confidential Information was in its possession prior to the Discloser’s disclosure or was independently developed by Recipient without using any Discloser Confidential Information. The Recipient may disclose the Discloser’s Confidential Information if required by law, provided that the Recipient gives the Discloser prior written notice of the disclosure to the extent legally permissible.
8. ***Warranties & Disclaimers.***
- 8.1. ***General Warranties.*** Each Party represents and warrants that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party’s execution, delivery, or performance of this Agreement; (iii) the execution, delivery, and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (iv) it has given all required notices and has obtained all necessary rights, licenses, consents, and other authorizations to enter into and perform its obligations under the Agreement.
- 8.2. ***Partner.*** Partner represents and warrants it shall: (i) perform its activities in a professional manner and with qualified personnel; (ii) ensure its personnel are informed of and comply with the Terms and the Agreement; (iii) not make commitments on behalf of Airia or its Affiliates except where expressly authorized to do so in writing; and (iv) not propose special terms to potential clients or make any misstatements, or unauthorized representations or warranties regarding the Airia Services.
- 8.3. ***IP Infringement.*** Partner represents, warrants, and covenants that Content does not violate the Intellectual Property Rights of a third party, and shall hold Airia and its Affiliates harmless and indemnify them from and against all losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to claims, actions, suits, or proceedings related to Content or a breach of the Agreement (“Claims”).
- 8.4. ***GENERAL DISCLAIMER.*** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AIRIA DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE PARTNER PROGRAM, THIRD-PARTY SERVICES, AIRIA SERVICES, AND THIS AGREEMENT, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PARTNER TRAINING IS PROVIDED “AS-IS” WITHOUT ANY WARRANTY OR INDEMNIFICATION OBLIGATIONS.
- 8.5. ***AI DISCLAIMER.*** ***AI DISCLAIMER.*** AIRIA SERVICES, INCLUDING ITS OR ITS THIRD-PARTY SERVICES PROVIDERS’ ARTIFICIAL INTELLIGENCE TECHNOLOGY, TOOLS, AND MODELS (“AI COMPONENTS”), ARE MADE AVAILABLE “AS-IS”. AIRIA MAKES NO GUARANTEES ABOUT THE ACCURACY OR QUALITY OF AI COMPONENTS OR OUTPUTS. THE USE OF AI COMPONENTS AND

OUTPUTS ARE ENTIRELY AT PARTNER'S OWN RISK. PARTNER AGREES THAT: (I) THERE ARE INHERENT RISKS OF INACCURACY AND UNPREDICTABILITY WITH AI COMPONENTS; AND (II) AIRIA IS NOT RESPONSIBLE FOR ANY INACCURATE, UNPREDICTED, OR UNDESIRABLE RESULTS OR OUTPUTS FROM PARTNER'S USE OF THE AI COMPONENTS. AIRIA IS NOT LIABLE AND DISCLAIMS ALL LIABILITY FOR ANY CONSEQUENCES OR DAMAGES RELATING TO PARTNER, AND ANY OTHER THIRD-PARTY RELYING ON OR USING THE THIRD-PARTY SERVICES OR AI COMPONENTS IN THE SOFTWARE.

9. **LIABILITY.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY STATED BELOW WILL APPLY TO ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR LEGAL THEORY IT IS BASED ON.

9.1. **EXCLUSIONS.** NEITHER PARTY, ITS AFFILIATES, LICENSORS, OR SUPPLIERS, OR ANY OF ITS OR THEIR AGENTS' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR SHAREHOLDERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT OR THE AIRIA SERVICES, EVEN IF EITHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2. **MUTUAL CAP.** NEITHER PARTY'S LIABILITY FOR ANY DAMAGES ARISING FROM THE AGREEMENT WILL EXCEED THE SOFTWARE SUBSCRIPTION FEES PAID OR PAYABLE TO AIRIA BY PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENTS GIVING RISE TO SUCH CLAIM. MULTIPLE CLAIMS SHALL NOT ENLARGE THIS LIMIT.

9.3. **EXCEPTIONS.** THE LIMITATIONS AND EXCLUSIONS LISTED IN THIS LIABILITY SECTION SHALL NOT APPLY TO DAMAGES RELATING TO: (I) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (II) INDEMNIFICATION OBLIGATIONS; (III) PARTNER'S PAYMENT OBLIGATIONS; AND (IV) A PARTY'S VIOLATION OF LICENSE RESTRICTIONS OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. **Data Protection.**

10.1. **Privacy.** Airia's [Privacy Policy](#) is incorporated herein by reference. To the extent Content contains personal information, the DPA applies and is incorporated herein by reference. Partner shall be "Customer" as that term is used in the DPA and the data controller (or substantially similar designation under applicable data protection and privacy laws) of personal data provided to Airia and its Affiliates and agrees to limit use of the personal data solely for the Purpose of the Agreement. Partner shall be solely responsible for its processing of personal data, including its marketing activities.

10.2. **Compliance.** Partner shall provide any required notices to, and obtain appropriate consents from, any person who participates in any portion of the Partner Program on Partner's behalf prior to such participation. If Partner's personnel participate in the Partner Program (including Partner Training) or otherwise attend an Airia event, Airia may share such person's certification and attendance details with Partner, including but not limited to, name, certification status, date of certification, and other relevant personal data of such person unless they have exercised their limited right to object to having their personal data shared with Partner.

11. **Third-Party Services.** Partner is: (i) responsible for any use of Third-Party Services stemming from its account; and (ii) subject to the applicable terms and conditions of Third-Party Services providers. If Partner elects to use Third-Party Services with the Software, Partner consents to the transmission and exchange of Content with the Third-Party Services. Airia makes no claims or representations regarding, and accepts no responsibility or liability for, Third-Party Services. Partner's use of Third-Party Services is at its own risk.

12. **Intellectual Property.**

12.1. **Airia.** Airia (or its licensors) retains exclusive ownership of all right, title, and interest in the Airia Services, Airia Confidential Information, and anonymized and aggregated analytics, metadata, and information about Partner's use and interaction with the Airia Services ("Aggregated and De-identified Data"), and any derivatives of the foregoing. This ownership extends to all intellectual property rights stemming from Professional or Support Services, even if paid for by Partner. Airia may use Aggregated and De-identified Data to operate and improve the Airia Services.

12.2. **Partner.** Partner (or its licensors) retains exclusive ownership of all Content. Partner acknowledges that due to the nature of AI Components, Output may not be unique, and other users may receive similar or

the same output from the Software. Our ownership statement above does not extend to Partner's Output in this situation, although Partner may pursue any intellectual property protections under applicable law. Partner grants Airia a non-exclusive, worldwide right to use Content to provide the Airia Services during the Subscription Term.

12.3. **Feedback.** If Partner provides any suggestions, requests, or feedback to Airia, or makes a submission to the Airia Community (collectively, "Feedback"), Partner grants Airia a perpetual, sub-licensable, transferable, royalty-free, worldwide, irrevocable license to use and commercialize Feedback for any purpose and without restriction, attribution, or compensation. All Feedback is voluntary.

13. **Non-Compete.** Partner agrees it will not, independently or jointly, directly or indirectly, develop any software, subscription service, or product that is competitive with the Airia Services (i.e., an AI orchestration platform) during the Term of this Agreement and for twelve (12) months following termination or expiration of the Term.

14. **General Terms.**

14.1. **Relationship.** This Agreement does not create any partnership, joint venture, or agency relationship between the Parties.

14.2. **Notice.** Any notices related to this Agreement must be in writing. Notices to Partner will be sent to the administrative User's email address associated with Partner's account or to Partner's contact information listed on the Order Form. Notices to Airia shall be sent to notices@airia.com and the Airia address listed on the Order Form.

14.3. **DMCA Notice.** Pursuant to 17 U.S.C. § 512 (Digital Millennium Copyright Act of 1998, "DMCA"), Airia has implemented takedown procedures for infringing materials. If Partner has a good faith belief that copyrighted materials that Partner has authority to act on are being used in the Airia Services in an infringing manner, Partner may submit a notice of infringing material to Airia by emailing notices@airia.com. Airia will promptly review any submissions and if all requirements in DMCA are met, Airia will act in accordance with its obligations in DMCA, and where necessary, remove the infringing content.

14.4. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Georgia without regard to its conflict of laws principles. For any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the competent state and federal courts within Fulton County, Georgia.

14.5. **Assignment.** Partner may not assign its rights and duties under this Agreement without the prior written consent of Airia, except that Partner may assign this Agreement in whole as part of a merger, change in control, or sale of stock or substantially all of its assets. Airia may freely assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

14.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Airia Services and supersedes all other agreements and understandings, whether oral or written, including any purchase order terms or other hyperlinked terms not referenced in this Agreement. This Agreement may only be modified by the Parties' mutual written agreement. Any Order Form or the Agreement may be executed in any number of counterparts, with all signed documents together constituting the same document.

14.7. **Waiver and Enforceability.** A failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement. If any language in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the at-issue language will be modified to the least extent necessary to make such language valid and enforceable.

14.8. **Force Majeure.** Neither Party shall be liable for delays or failures in performing any of its obligations hereunder (except for Partner's payment obligations) due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, or communication or utility failures.

14.9. **Order of Precedence.** In the event of a conflict between the Agreement and any Order Form or Addendum, the Order Form or Addendum will control so long as the specific section being modified in the Agreement is referenced on the Order Form or Addendum.

14.10. **Interpretation.** Any capitalized or defined terms in a document hyperlinked or incorporated into these

Terms, the Agreement, or an Addendum by reference (“Incorporated Document”) will have the same meaning across the Agreement. If any Incorporated Document uses the term “Customer”, all references to Customer shall mean Partner.

- 14.11. Survival. Termination or expiration of this Agreement, or any Order Form or Addendum will not affect the provisions regarding Confidential Information, payments of amounts due, indemnification obligations, limiting or disclaiming each Party’s liability, or any other provision reasonably intended to survive the Agreement’s termination or expiration. These provisions will survive the Agreement’s termination or expiration.



Referral Addendum

This Referral Addendum ("Addendum") is subject to and made a part of the Airia AI Partner Terms and Conditions (collectively, all associated documents making the "Agreement") entered into by Airia and Partner (each a "**Party**", together, the "**Parties**"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement. This Addendum supplements the Agreement as described below.

1. **Definitions.**

"**Software Subscription Fees**" means the Software subscription fees paid by a Referred Customer to Airia for up to the first 12 months of its Software subscription. Execution and On-Going Fees (i.e., token and consumption related fees) are not included in Software Subscription Fees.

2. **Referral Process.**

2.1. **Proposed and Qualified Customers.** During the Term of the Agreement, Partner may refer prospective customers to Airia ("Proposed Customer") pursuant to this Addendum. To submit a Proposed Customer, Partner must provide Airia with the Proposed Customer's information listed in Schedule 1, either in the form of Schedule 1, or otherwise communicated to Airia by sending the information to registrationrequest@airia.com or via an electronic submission link provided by Airia. Airia may, in its sole discretion, accept or reject a Proposed Customer by notifying Partner in writing (email is sufficient). If a Proposed Customer is accepted, the Proposed Customer becomes a "Qualified Customer." Proposed Customers will be automatically rejected if within the last 6 months from the submission of the Proposed Customer: (i) Airia has communicated with the Proposed Customer; (ii) if the Proposed Customer was previously submitted by another Airia partner; or (iii) the Proposed Customer is a current or previous Airia customer, partner, or supplier. Airia will provide Partner with information relating to any rejection of a Proposed Customer.

2.2. **Referred Customers.** If a Qualified Customer: (i) purchases an Airia Software subscription within 90 days of becoming a Qualified Customer; and (ii) maintains its subscription for at least 90 days, then the Qualified Customer becomes a "Referred Customer." A Qualified Customer is not eligible to become a Referred Customer if it purchases an Airia Software subscription outside of the 90-day timeframe or cancels its Software subscription before reaching 90 days, unless otherwise agreed to by Airia in writing (email is sufficient).

2.3. **Eligible Fees.** Partner is eligible for the Referral Fee pursuant to the table below:

Fee Type	Amount	Details & Restrictions
Referral	10%*	Percentage amount of a Referred Customer's monthly Software Subscription Fees (for up to the first 12 months only).

*If a different Referral percentage is agreed to by Airia in writing, such Referral percentage shall apply.

3. **Payment.**

3.1. **Monthly Software Subscriptions.** If a Referred Customer is on a month-to-month Software subscription, Airia will pay Partner the Referral Fees earned for the applicable months within 30 days from Airia's next calendar end of quarter (e.g., if a Referred Customer begins its subscription on February 1, Airia will pay Partner the Referral Fees for the months of February through June by July 31).

3.2. **Fixed Term Software Subscriptions.** If a Referred Customer is on a fixed term Software subscription and pays up front and in full, Airia will pay Partner the Referral Fees earned for the applicable fixed term within 30 days from Airia's next calendar end of quarter.

3.3. **Other Fees.** If applicable, all other fees Partner has qualified for under this Agreement shall be paid within 30 days from Airia's next calendar quarter end.

3.4. **Refunds.** If a Referred Customer is issued a refund of Software Subscription Fees, Airia may, in its sole discretion: (i) subtract the corresponding amount of the Referral Fee based on the refund provided from

Partner's next Referral Fee payment; and/or (ii) request Partner refund Airia the corresponding amount of the Referral Fee based on the refund provided, in which case Partner shall pay Airia such amount within 30 days. Airia shall provide Partner with sufficient information to verify the at-issue refund issued to the Referred Customer.

- 3.5. **Taxes.** Partner shall be responsible for the payment of all taxes relating to the Referral Fee and any other fees paid to Partner under this Agreement.
4. **Authority.** The terms and conditions, Airia Services, and pricing offered by Airia for any Qualified Customer is under Airia's sole discretion. Partner is prohibited from making any representations or commitments on Airia's behalf.
5. **Indemnification.** Partner will indemnify, defend, and hold Airia harmless against all alleged claims, damages (including attorney's and filing fees), expenses, actions, or proceedings, arising out of or relating to Partner's unauthorized statements or misrepresentations relating to the Airia Services.
6. **Term.** Partner will be entitled to payment of fees earned under this Addendum up to the date of termination.
7. **No Other Rights.** No other rights or licenses are granted to Partner under this Referral Addendum, including any right to use or resell the Airia Services, accept orders on behalf of Airia, or offer any discounting or special offers.



Schedule 1 – Proposed Customer

Email this form to: registrationrequest@airia.com

Contact Information.

Proposed Customer Name:

Proposed Customer Address:

Primary Contact Name:

Primary Contract Title:

Primary Contact Email:

Primary Contact Phone:

Website.

Proposed Customer Website:

General Information.

Background / Description of Opportunity:

Partner Information.

Partner Submitter Name:

Partner Submitter Email: