



Last Updated: February 9, 2025

Terms and Conditions

These Airia Terms and Conditions (“Terms”), along with any Order Forms, SOWs, or documents incorporated by reference (collectively, the “Agreement”) is entered into between Customer (as defined below) and Airia LLC (“Airia”), and is agreed upon and made effective on the earlier of the date Customer consents to these Terms electronically or signs an Order Form incorporating these Terms (“Effective Date”). The Agreement governs Customer’s use of the Airia Services. Both Customer and Airia may be referred to as “Party” or collectively, the “Parties”.

1. **Definitions.**

“*Agent*” or “*Workflow*” means a combination of one or more Models with available data source(s) (Inputs, APIs, and/or any other data or technology in or submitted to the Software) to automate a machine learning system.

“*Agent Execution*” means an Input submitted to an Agent that generates an Output.

“*Airia Services*” means all services provided by Airia to Customer, including Software, Documentation, Support Services, Professional Services, SDKs, and any other related services listed on an Order Form, SOW, or otherwise purchased or accessed by Customer.

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

“*BYOK*” means any ‘bring your own key’ for an API from Customer’s Models and Third-Party Services Model providers.

“*Confidential Information*” means any information marked or designated as confidential by a Party and any information that, under the circumstances of its disclosure or nature of the information, should reasonably be considered to be confidential, such as Customer Data, Documentation, pricing, software code, functionality, Airia Services, systems, and roadmaps, and non-public technical, business, security, or financial information. Confidential Information may include a Party’s affiliate or Third-Party Service provider’s information.

“*Customer*” means: (i) in the case of an entity, the entity listed on an Order Form, or the entity being represented by its Authorized Agent who accessed the Airia Services; or (ii) in the case of an individual person using the Airia Services for commercial or professional purposes, the person listed on the Order Form or that has accessed the Airia Services.

“*Customer Data*” means all Input, Output (subject to relevant terms), data, files, information, or content provided by or on behalf of Customer (including via a Customer Application) to Airia or submitted to the Software.

“*Customer Application*” means any Customer application, product, or service that Customer integrates with the Software via an Airia-provided or authorized API.

“*Documentation*” means any user guide and technical documentation relating to the Airia Services that may be provided by Airia from time to time.

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

“*Environment*” means a deployment of the Software with a unique database in a tenant environment.

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

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

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

“*SDK*” means Airia’s then-current version of its software development kit, which may be amended by Airia from

time to time.

“*Software*” means the Airia software platform (including but not limited to APIs, Agents, Models, web and mobile applications, prompt libraries, AI Components, Environment(s), and Updates) listed on an Order Form or otherwise provided by Airia.

“*SOW*” means a statement of work agreed upon by the Parties detailing the in-scope Professional Services.

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

“*Term*” means the Initial Term and Renewal Term(s) combined.

“*Third-Party Services*” means a third-party’s products, services, websites, or materials.

“*Updates*” means any new functionality, features, patches, and fixes applied to the Software by Airia.

“*User*” means all authorized Customer employees and agents that access the Software under Customer’s account.

2. **Overview of Airia Services.**

2.1. User Eligibility. Customer may not use Airia Services unless each of the following are satisfied: (i) all Users are at least 18 years old; and (ii) Customer’s use is at all times compliant with Airia’s [Acceptable Use Policy](#).

2.2. Account Information. Customer is required to provide the names and emails of individuals using the Airia Services to create User account(s). Customer shall ensure the personal details are always accurate and complete. Only the assigned person may access their User account. Customer is solely responsible for the security and confidentiality of its User accounts and will immediately notify Airia of any unauthorized access.

2.3. Changes. Airia may add, change, or remove features of Airia Services and amend this Agreement at any time, with or without notice. By accessing the Airia Services after any change is made, Customer agrees to the changes.

2.4. Monitoring. Airia may monitor Customer’s use of Airia Services to ensure its compliance with this Agreement.

2.5. No Training. Airia will not train any Models with Customer Data.

2.6. Data Use. Airia may use data derived from Customer’s use of the Airia Services, including data relating to the performance, use, sessions, or similar data, analytics, or metrics of the Airia Services (“Analytics”) solely for development, operational, and improvement purposes. Analytics will be aggregated and de-identified so it cannot be used to identify Customer or any User.

2.7. Customer Responsibilities. Customer agrees it is responsible for all use of the Airia Services under its account (including its Users use and any individuals or entities using a Customer Application) and Customer Data. Airia shall not be liable for any prohibited use of Airia Services by Customer.

2.8. Subcontracting. Airia may, in its sole discretion, use subcontractors or Airia partners to provide all or a portion of the Airia Services.

3. **Access and Restrictions to Airia Services.**

3.1. Grant. Airia grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable, and revocable right to use the Software solely for Customer’s business and Customer Application purposes and in accordance with this Agreement. Customer is prohibited from using the Software for any purpose that is not expressly permitted under this Agreement. Each Software deployment includes one (1) Environment, unless otherwise listed on an Order Form.

3.2. Restrictions. Customer agrees that it shall not and shall not allow others to: (i) copy, modify, create derivative works of, reverse engineer, perform competitive analysis, decompile, disassemble, or web scrape the Airia Services, or otherwise attempt to discover software code, technologies, or intellectual property; (ii) publicly describe or share the outcomes of any experiences of Airia Services without Airia’s prior written consent; (iii) limit the functionality of, impair, damage, or attempt to gain unauthorized access to the Airia Services; (iv) misuse, infringe, misappropriate, or violate Airia’s or a third-party’s intellectual property rights; (v) remove or alter any trademark, copyright or proprietary notices in the Airia Services; (vi) violate or facilitate

violations of any applicable laws or regulations, including United States of America or any other applicable export laws, sanctioned jurisdictions, specifically designated nationals, or blocked persons or entity list; (vii) utilize Airia Services to (A) transmit harassing, defamatory, obscene, or illegal content, including content detrimental to minors or in violation of third party privacy rights, or (B) knowingly transmit software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) attempt to scan or test the security of Airia Services without Airia's prior written consent; (ix) access the Airia Services to develop or maintain a competitive product or service; (x) exceed the applicable Agent Executions per second nor the corresponding document ingestion storage limit listed in the Documentation; (xi) submit any personal information of children under the age of 13 or below the applicable age of digital consent; or (xii) reproduce, resell, market, distribute, translate, or otherwise commercially distribute the Airia Services.

3.3. **Agents and Customer Applications.** Customer may: (i) configure, import, or use pre-configured Agents provided by Airia; and (ii) use the Software or an Agent in Customer Applications, subject to this Agreement and provided that Customer does not allow direct access to the Airia Services to non-Users. Non-Users may indirectly access the Airia Services through a Customer Application. Airia reserves the right to improve upon the underlying workflows of an Agent created by Customer.

3.4. **Airia Model Terms.** If Customer uses or accesses an Airia-authored or fine-tuned Model, then Customer additionally agrees to comply with the Airia Model Terms (currently found [here](#)), as may be amended by Airia from time to time.

3.5. **SDK.** If Customer uses or access Airia's SDK, then Customer agrees to comply with the Airia SDK Terms (currently found [here](#)), as may be amended by Airia from time to time.

4. **Professional Services.**

4.1. **Warranty.** Airia will provide the Professional Services listed in an Order Form or SOW: (i) in a professional and workmanlike manner; and (ii) pursuant to the corresponding SOW.

4.2. **Assumptions and Customer Obligations.** Customer agrees that: (i) any proposed timelines or periods for completion of work listed in an SOW are estimates; (ii) it must cooperate with Airia and provide reasonable access to its personnel, equipment, systems, and materials during normal business hours to enable the Professional Services; (iii) it is ultimately responsible for all testing, configuration, and workflow decisions; (iv) any change in scope in an SOW or out of scope work requested by Customer must be mutually agreed upon in writing; (v) Airia may suggest industry standard practices, but does not provide any professional or legal advice; and (vi) if applicable, all travel-related expenses will be pre-approved by Customer, provided Customer will fully reimburse Airia for approved expenses.

5. **Applicable Law and Compliance.** Each Party agrees to comply with their respective obligations under applicable law. Nothing provided by Airia shall be taken as professional advice (e.g., legal, financial, medical). If Customer uses the Airia Services for High-Risk Use cases as described in the AUP or applicable law, or uses a Model tagged for use in a specific field, Customer agrees: (i) any Output related to such use cases or field will be reviewed for accuracy by a qualified professional before relying on the Output or making the Output available to any third party; and (ii) the Airia Services, including all Outputs, are not and should not be taken or used as professional advice.

6. **Term.** The Agreement commences on the Effective Date and will continue for the subscription term listed on the Order Form ("Initial Term"). If a term is not listed, the default term will be month-to-month. The Agreement will automatically renew for the same time period as the Initial Term on Airia's then-current pricing (each renewal a "Renewal Term"). Customer may opt-out of automatically renewing: (i) if on a month-to-month term, by providing Airia with at least 30 days' prior written notice; or (ii) if on any other term length, by providing Airia with at least 30 days' prior written notice from the end of the current Initial Term or Renewal Term (email is sufficient).

7. **Termination.** Either Party shall have the right to terminate the Agreement if the other Party commits a material breach of the Agreement and fails to cure the breach within 30 days after the notice of the breach was given. Upon termination or expiration of this Agreement, all rights granted by Airia will expire and Customer will destroy Airia's Confidential Information within 30 days from termination or expiration. Airia may securely destroy Customer Data immediately after expiration or termination of the Agreement. Otherwise, Airia will securely destroy Customer Data promptly after receiving a written request from Customer.

8. **Suspension.** Airia may suspend Customer's access to the Airia Services in whole or in part without incurring any liability upon Customer's material breach of this Agreement or if the Minimum Balance is below the required amount as contemplated in the Payment for Airia Services Section.

9. **Data Privacy.** To the extent Customer submits personal information to the Airia Services, the DPA shall apply and is incorporated into the Agreement by reference.

10. **Payment for Airia Services.**

10.1. Fees.

10.1.1. 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's payment terms. If payment terms are not listed, the fees will default to be due immediately upon entering an Order Form and all future payments for such fees will be due on a recurring monthly basis, as applicable. All fees referenced in this Section will be paid via the Payment Services, unless otherwise agreed by Airia.

10.1.2. On-Going Fees. Fees that are not be listed on an Order Form (e.g., Model tokens and access, Agent Executions, Third-Party Services, APIs, consumption-based fees) ("On-Going Fees") are Customer's responsibility and subject to the Third-Party Payment Services Section below. All On-Going Fees will be paid via the Payment Services.

10.2. 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.

10.3. Changes. Airia's pricing is listed [here](#) ("Pricing Page"). Airia reserves the right to modify the pricing, payment terms and structure, and the applicable document ingestion, memory objects, and Agent Executions limits at any time by updating the Pricing Page. Any changes made will go into effect 15 days from the date the change is posted on the Pricing Page.

10.4. Third-Party Payment Services. The Software uses a Third-Party Service provider to provide payment processing services ("Payment Services") to Customer for the payment of On-Going Fees and Airia Services fees. By using the Airia Services, Customer agrees to all applicable Payment Services' terms and credit card and bank account authorizations. Customer agrees Airia will not be held liable for any monetary transactions that occur through Customer's use of the Airia Services or for any issues relating to the Payment Services. Customer must maintain at least \$10.00 in its Airia Payment Services account ("Minimum Balance") for all On-Going Fees. Customer authorizes Airia to charge Customer's Payment Services account or registered payment method for all fees, to maintain the Minimum Balance, and for any Payment Services processing fee where allowed under applicable law, without any further notice or consent being required. Customer acknowledges any On-Going Fees shown in the Airia Services is an estimate and Customer is responsible for confirming the correct amounts with the Third-Party Services provider and for the actual amount owed.

10.5. Taxes. All fees are exclusive of taxes. Airia will charge Customer taxes as required by applicable law in connection with the Aria Services.

11. **Confidentiality.**

11.1. Obligations. Each Party may disclose its Confidential Information ("Discloser") to the other Party ("Recipient"). Recipient agrees to hold Discloser's Confidential Information in confidence and not to copy, reproduce, publish, disclose, or transfer the Discloser's Confidential Information to any third-party or utilize Confidential Information for any purpose other than as expressly contemplated in this Agreement, provided that 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 Term of this Agreement and for a period of three (3) 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.

11.2. 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 (iv) Recipient establishes by sufficient evidence that the Confidential Information was independently developed by Recipient without using any Discloser Confidential Information.

12. **Intellectual Property and Proprietary Rights.**

12.1. Airia. Airia (or its licensors) retains exclusive ownership of all right, title, and interest in the Airia Services (including all intellectual property rights stemming from Professional or Support Services, even if paid for by Customer), Airia Confidential Information, and all derivatives thereof and related intellectual property rights available under applicable law. Airia does not perform any 'work for hire' services and does not grant Customer any other intellectual property rights other than those explicitly stated in the Agreement. To the extent Customer Data is intertwined with Airia intellectual property, Customer owns the Customer Data, and Airia owns the underlying intellectual property rights.

12.2. Customer. Customer (or its licensors) retains exclusive ownership of all right, title, and interest in Customer Data, including any queries, data, or prompts provided by Customer ("Input") to the Software, any output provided by a Model in response to Customer's Input ("Output"), and Customer Confidential Information. Customer agrees that its Input and Output may be identical or similar in nature to other users of the Software and in such case, Customer does not own or have any intellectual property rights to such identical or similar Input and Output. Customer does not create and is not granted any additional intellectual property rights relating to Agents other than the applicable use rights described in the Agreement. Customer grants Airia a non-exclusive, worldwide right to use Customer Data to provide the Airia Services.

12.3. Feedback. Airia may freely use and incorporate into the Airia Services any suggestions, requests, feedback, or submissions to an Airia community forum (e.g., prompt, Agent) provided by Customer or Users that relate to Airia or Airia Services ("Feedback"). Customer agrees that Feedback and all associated intellectual property rights are the exclusive property of Airia, and hereby assigns to Airia all right, title, and interest to any Feedback, including the right to use the Feedback in the Airia Services.

13. **Liability.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY STATED BELOW WILL APPLY WHETHER AN ACTION OR CLAIM IS BASED ON TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), CONTRACT, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER THEORY.

13.1. EXCLUSIONS. NEITHER PARTY, ITS AFFILIATES, LICENSORS, OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR AGENTS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE AIRIA SERVICES OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY AIRIA SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF EITHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13.2. MUTUAL CAP. NEITHER PARTY'S LIABILITY FOR ANY DAMAGES ARISING FROM THE AGREEMENT WILL EXCEED THE SOFTWARE SUBSCRIPTION FEES PAID OR PAYABLE TO AIRIA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENTS GIVING RISE TO SUCH CLAIM. A PARTY HAVING MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

13.3. 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) CUSTOMER'S PAYMENT OBLIGATIONS; AND (IV) A PARTY'S VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14. **WARRANTIES AND DISCLAIMERS.**

14.1. Airia Limited Warranty. Airia represents and warrants that the Software will perform substantially in accordance with the Documentation, including the applicable functionality listed on the Pricing Page ("Performance Warranty"). The Performance Warranty shall not apply to the extent a non-conformity is caused by Customer's breach of the Agreement or Documentation.

14.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, AIRIA, ITS AFFILIATES, AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO AIRIA SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND WARRANTIES THAT AIRIA SERVICES MEET THE REQUIREMENTS OF CUSTOMER OR ANY THIRD PARTY, WILL BE AVAILABLE WITHOUT INTERRUPTION OR WORK WITH ANY THIRD-PARTY SERVICES (WHICH SHALL BE PROVIDED AS-IS). AIRIA IS NOT RESPONSIBLE FOR ANY ERRORS, DATA

LOSS, DATA CORRUPTION, OR OTHER LOSSES RELATING TO CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES AND DISCLAIMS ALL LIABILITY TO CUSTOMER RELATING TO CLAIMS IN CONNECTION WITH CUSTOMER'S USE OF THIRD-PARTY SERVICES.

14.3. AI DISCLAIMER. AIRIA SERVICES, INCLUDING ITS OR ITS THIRD-PARTY SERVICES PROVIDERS' ARTIFICIAL INTELLIGENCE TECHNOLOGY AND MODELS ("AI COMPONENTS"), ARE MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. AIRIA MAKES NO GUARANTEES ABOUT THE ACCURACY OR QUALITY OF AIRIA SERVICES OR OUTPUTS. THE USE OF AIRIA SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER AGREES THAT: (I) THERE ARE INHERENT RISKS OF INACCURACY AND UNPREDICTABILITY WITH AI COMPONENTS; (II) AIRIA IS NOT RESPONSIBLE FOR ANY INACCURATE, UNPREDICTED, OR UNDESIRABLE RESULTS OR OUTPUTS FROM CUSTOMER'S USE OF THE AIRIA SERVICES; AND (III) CUSTOMER WILL EMPLOY CAUTION AND APPROPRIATE HUMAN OVERSIGHT WHEN USING AIRIA SERVICES. AIRIA IS NOT LIABLE AND DISCLAIMS ALL LIABILITY FOR ANY CONSEQUENCES OR DAMAGES RELATING TO CUSTOMER, AND ANY OTHER THIRD-PARTY RELYING ON OR USING THE AIRIA SERVICES, THIRD-PARTY SERVICES, OR AI COMPONENTS.

14.4. Customer Warranty. Customer represents and warrants that it has all necessary rights and authority to provide Airia with and for Airia to use the Customer Data and any Third-Party Services (where applicable) to provide the Airia Services.

15. **Indemnification.**

15.1. Scope. The Parties will each indemnify, defend, and hold the other Party harmless ("Indemnifying Party") against all alleged claims, damages (including attorney's and filing fees), expenses, actions, or proceedings, arising out of or relating to:

15.1.1. Customer. If Customer is the Indemnifying Party, (i) Customer Data or Output infringing a third-party's intellectual property rights; (ii) Airia's use of any Third-Party Services provided by or used on behalf of Customer; and (iii) Customer Application(s) (if any).

15.1.2. Airia. If Airia is the Indemnifying Party, the Documentation and Software provided by or on behalf of Airia infringing a third-party's intellectual property rights.

15.2. Process. The indemnification obligations in this Indemnification Section are subject to the Indemnifying Party: (i) being promptly notified of the claim in writing by the other Party; (ii) the Indemnifying Party having sole control of the defense and any settlement negotiations with respect to the claim, provided it may not admit any fault or liability on behalf of the non-indemnifying Party; and (iii) being provided the assistance, authority, and any reasonably requested information from the other Party. The non-Indemnifying Party may not settle any claim stemming from this Indemnification Section without the Indemnifying Party's prior written consent.

15.3. Limitations. Airia will not have any obligation under this Indemnification Section to the extent that a claim is due to: (i) use of the Software in breach of the Agreement or Documentation; (ii) the combination, operation, or use of the Software with: (a) Third-Party Services; or (b) AI Components, Customer Data, or Customer Applications to the extent that such combination, operation, or use of these caused the underlying infringement; or (iii) changes to the Software made by a party other than Airia.

16. **Third-Party Services**. Customer agrees: (i) it, and not Airia, is responsible for any use of Third-Party Services, which includes use stemming from Customer Applications; (ii) it will review and is subject to the terms, conditions, and policies of Third-Party Services providers; and (iii) Airia is not liable for any violation of any Third-Party Service provider's terms, conditions, and policies by Customer. If Customer elects to use Third-Party Services with the Software, Customer consents to the transmission and exchange of Customer Data (including without limitation Confidential Information) with the Third-Party Services. Airia makes no claims or representations regarding, and accepts no responsibility or liability for, Third-Party Services. Customer's use of Third-Party Services is at its own risk.

17. **Trial Access**. If offered by Airia, Customer may access and use the Software on a trial basis. Customer agrees that it is responsible for all On-Going Fees during its trial access. Notwithstanding anything to the contrary in the Agreement, if Customer is granted trial access, the terms in this Trial Access Section supersede any conflicting terms in the Agreement. The trial's term will be as stated in the applicable Order Form or as otherwise allowed by Airia and will expire the sooner of: (i) the expiration of the period on the Order Form; (ii) Airia ending the trial in its sole discretion; or (iii) Customer purchases a subscription to the Airia Services ("Trial Term"). Upon the Trial Term's expiration, Customer's right to use the Airia Services through the trial access immediately expires. CUSTOMER AGREES THAT THE AIRIA SERVICES ARE PROVIDED "AS IS" AND MAY CONTAIN

FORWARD LOOKING CODE. AIRIA DISCLAIMS ALL WARRANTIES AND ITS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO FREE TRIAL USE. AIRIA DISCLAIMS ALL LIABILITY RELATING TO ANY FREE TRIAL USE, AND IF A DISCLAIMER OF LIABILITY IS NOT ALLOWED UNDER APPLICABLE LAW, AIRIA'S LIABILITY SHALL NOT EXCEED \$100.00.

18. Marketing. Customer grants Airia a limited right to use Customer's trademarks, logos, likeness, and related materials in Airia's sales and marketing materials and otherwise reference Customer's use of the Airia Services in marketing publications.

19. General Terms.

19.1. Relationship. This Agreement does not create any partnership, joint venture, or agency relationship between the Parties. Neither Party has the authority to bind the other contractually or act on the other's behalf as an agent or otherwise.

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

19.3. 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 or to the U.N. Convention on Contracts for the International Sale of Goods, which shall be excluded. 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.

19.4. Assignment. Customer may not assign its rights and duties under this Agreement without the prior written consent of Airia, except that Customer may assign this Agreement in whole as part of a merger, or sale of substantially all its assets. Airia may freely assign this Agreement. Any assignment in violation of this Section shall be void and of no effect.

19.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Airia Services and supersede all previous or contemporaneous agreements and understandings, oral or written, including but not limited to any purchase order terms or other hyperlinked terms not referenced in this Agreement. Unless otherwise stated, 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. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

19.6. Waiver. 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.

19.7. Force Majeure. Neither Party shall be liable for delays or failures in performing any of its obligations hereunder (except for Customer'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.

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

19.9. Survival. Termination or expiration of this Agreement, or any Order Form or SOW 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.