Last Updated: October 2nd, 2026

Airia Service Terms

The agreement is made up of these Airia Service Terms ("**Terms**"), along with any Order Forms, SOWs, or documents incorporated by reference into the Order Form or Terms (collectively, the "**Agreement**") and is entered into between Customer and Airia.

If you are entering into these Terms on behalf of a company or other entity, you represent and warrant that you are authorized to bind that entity.

Both Customer and Airia may be referred to as "**Party**" or together, the "**Parties**".

Capitalized terms have the meaning given to them in **Section 14**.

1. **Software Services**.

1.1. Access. Airia shall make the Software Services available to Customer solely for Customer's business purposes, for the applicable Subscription Term.

1.2. Use Obligations. Customer shall not: (a) copy, modify, create derivative works of, reverse engineer, decompile, or web scrape the Software Services, or otherwise attempt to discover the Software Services source code (except to the extent applicable law prohibits such restrictions); (b) exceed applicable usage limits set forth in the Order Form or Documentation; (c) violate Airia's or any third party's intellectual property rights or remove or alter any proprietary notices within the Software Services; (d) use the Airia Services in violation of the Agreement, Documentation, or then-current Acceptable Use Policy at https://trust.airia.com/resources ("**AUP**") or any applicable laws or regulations; (e) knowingly transmit viruses, malware, or other harmful code to the Software Services; (f) scan, probe, or test the security of the Software Services without prior written consent from Airia; (g) use the Airia Services or Documentation to develop or support a competing product or service of Airia; (h) reproduce, resell, market, or otherwise commercially distribute the Software Services; or (i) submit protected health information (as the term is defined in the U.S. Health Insurance Portability and Accountability Act of 1996) to the Software Services unless a Business Associate Agreement has been executed with Airia (if required by law).

1.3. Customer Responsibilities. Customer is solely responsible for: (a) all activity under its account, including activities by Users, Guests and any individuals who access the Software Services using Customer's or its Users' credentials; (b) ensuring all Users and Guests comply with the Agreement; (c) maintaining the security and confidentiality of User accounts and promptly notifying Airia upon discovery of any unauthorized access involving Customer's account; (d) Content; (e) Customer Applications; and (f) its selection and use of Third-Party Services.

1.4. Monitoring. Airia may monitor Customer's use of Software Services as reasonably necessary to verify Customer's compliance with this Agreement, to protect the security and integrity of the Software Services or to comply with applicable law.

1.5. Models & No Training. Customer acknowledges that: (a) Airia does not control the development or operation of third-party Models; and (b) third-party Models may be modified or deprecated by their respective providers without notice to Airia. If a Model made available by Airia is experiencing downtime or the Model's API is temporarily overloaded, Airia reserves the right to replace the Model in use with a similarly functioning Model. Airia will not use Content to train any Models made available by Airia.

1.6. SDK. If Customer uses Airia's SDK, the then-current SDK Terms of Use at https://trust.airia.com/resources shall apply.

1.7. Healthcare Use. If Customer uses the Airia Services for healthcare-related purposes or otherwise submits Content containing healthcare or protected health information, the then-current Healthcare Addendum at https://trust.airia.com/resources shall apply.

1.8. Airia Community. If Customer accesses the Airia Community, the then-current Airia Community Terms of Use at https://trust.airia.com/resources shall apply.

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2. **Term & Termination.**

2.1. Agreement Term. The Agreement commences upon the earlier of the date of: (a) last signature of the first Order Form incorporating these Terms; and (b) Customer's initial access to the Software Services. If there are no Order Forms in effect, either Party may terminate the Agreement at any time upon written notice to the other Party.

2.2. Subscription Term. The initial subscription term of the Software Services is as stated on the Order Form ("**Initial Subscription Term**"). Where no term is stated, the Initial Subscription Term shall be 1 month. The Software Services and (if applicable) Support Services will automatically renew for the same period (a "**Renewal Subscription Term**") as the expiring Initial Subscription Term or Renewal Subscription Term (as applicable), on Airia's then-current pricing and then-current version of these Terms published at https://trust.airia.com/resources. Either Party may opt out of automatic renewal by providing the other Party with at least 30 days' prior written notice (by email) before the end of the Initial Subscription Term or then-current Renewal Subscription Term (as applicable).

2.3. Termination for Cause. Either Party shall have the right to terminate the Agreement: (a) if the other Party commits a material breach of the Agreement and fails to cure the breach within 30 days after notice of the breach was given; or (b) immediately (to the extent permitted by law) in the event the other Party: (i) files a voluntary petition in bankruptcy or voluntarily commences any other proceeding or process relating to insolvency, receivership, liquidation, administration or assignment for the benefit of creditors; or (ii) becomes the subject of any involuntary petition in bankruptcy or similar proceeding that is not dismissed within 60 days of filing. For any termination of this Agreement by Customer in accordance with this **Section 2.3**, Customer shall be entitled to a refund of any prepaid Airia Fees for the terminated Airia Services which are applicable to the period after the effective termination date. For any termination of this Agreement by Airia in accordance with this **Section 2.3**, Customer shall have no right to any refund and all future Fees payable under this Agreement shall immediately become accelerated and due and payable upon the effective termination date. Termination of the Agreement, an Order Form or any Airia Services for any reason will not relieve Customer of the obligation to pay any Fees accrued or due and payable to Airia prior to the effective termination date.

2.4. Consequences of Termination. Upon termination or expiration of the Agreement: (a) all rights granted by Airia will expire; and (b) each Party shall promptly destroy the other Party's Confidential Information. Upon request, Airia will give Customer limited access to the Software Services for a period of up to 30 days, at no additional cost, solely for the purposes of retrieving Content ("**Retrieval Period**"). Content will be made available for retrieval through extraction in a machine-readable format as described in the Documentation. After such Retrieval Period (or if there is no Retrieval Period, after termination or expiration of this Agreement or applicable Order Form) and subject to Airia's legal obligations, Airia has no obligation to maintain or provide any Content and will, unless legally prohibited, delete Content.

2.5. EU Data Act. If Customer is incorporated in a member state of the EU or EEA, the EU Data Act Addendum at https://trust.airia.com/resources shall apply.

3. **Suspension.** Airia may suspend Customer's access to the Software Services if: (a) the Usage Limits are exceeded; (b) any Fees are more than 7 days overdue (provided Airia has given Customer at least 7 days' prior notice); or (c) Airia in good faith reasonably determines that: (i) the Customer has breached **Section 1.2** (provided Airia will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy the breach prior to such suspension); or (ii) suspension is necessary to avoid material harm to Airia or its customers, including if the Software Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Airia's reasonable control. Airia will use commercially reasonable efforts to minimize the length and scope of suspension considering the circumstances.

4. **Fees and Payment.**

4.1. Airia Fees & Payment. Unless stated otherwise on the Order Form, Airia Fees are due: (a) immediately for month-to-month Subscription Terms and on a recurring monthly basis (as applicable) via the Payment Services; and (b) within 30 days of the date of invoice for all other Subscription Terms via electronic bank transfer.

4.2. Consumption Fees & Payment. Consumption Fees are Customer's responsibility and are payable via the Payment Services subject to **Section 4.4**. Customer acknowledges that any Consumption Credits displayed in the Software Services are estimates only.

4.3. Final Payment. All Fees are non-cancelable and non-refundable except as otherwise stated in the Agreement.

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All Fees will be paid in the currency listed on the Order Form.

4.4. Third-Party Payment Services. The Software Services use a Third-Party Service provider for payment processing ("**Payment Services**") of Consumption Fees and, where applicable, Airia Fees. By using Software Services, Customer 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 Customer's use of the Airia Services. Customer must maintain a $10.00 minimum balance in its Airia Payment Services account to perform Executions. Customer authorizes Airia to charge Customer (via the Payment Services) for any Payment Services processing fee allowed under applicable law, and if applicable, for Airia Fees. Customer may link a credit card, United States bank account, or other allowed payment provider to its Payment Services account.

4.5. Pricing and Allocation. The Order Form and Documentation detail Airia's pricing for Software Services and the applicable Consumption Credits and Usage Limits for the various Software Services tiers.

4.6. Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively, "**Taxes**"). Customer must pay all Taxes imposed on the Airia Services. If Airia has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Airia with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Confidentiality, Data Protection & Security**.

5.1. Obligations. Each Party may disclose ("**Discloser**") its Confidential Information to the other Party ("**Recipient**"). Recipient shall use the same level of care and discretion that the Recipient uses with respect to its own confidential information (which shall be no less than reasonable care and discretion) to not use, copy, publish, disclose, or transfer the Discloser's Confidential Information for any purpose other than as necessary to perform its rights and obligations in this Agreement. Notwithstanding the foregoing, a Recipient may disclose the Discloser's Confidential Information to the Recipient's Affiliates, agents, consultants, or suppliers ("**Recipient Agent**"): (a) as necessary to perform its rights and obligations under the Agreement; and (b) 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 Agents' compliance with the confidentiality obligations in this Section 5. The obligations in this Section 5 shall continue for the term of the Agreement and for a period of two (2) years after the Agreement's termination, provided the obligation for trade secrets will continue for as long as such information constitutes a trade secret under applicable law.

5.2. Exceptions. Confidential Information does not include information that: (a) is or becomes generally available to the public (except as a result of Recipient's breach of this Agreement); (b) is obtained by Recipient on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) 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 of Discloser's 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.

5.3. Data Protection. The terms of the DPA are incorporated by reference and shall apply to the processing of Personal Information (as defined in the DPA).

5.4. Security Measures. Airia shall implement administrative, physical, and technical safeguards designed to protect: (a) Content against unauthorized access, disclosure, alteration, or destruction; and (b) the ongoing security, confidentiality, and integrity of Content. Airia's current security measures are described in Annex II (Security Measures) to the DPA.

6. **Proprietary Rights**.

6.1. Airia. As between Airia and Customer, Airia retains exclusive ownership of all rights, title, and interest (and any derivatives thereof) in: (a) the Airia Services and Documentation; and (b) anonymized and aggregated analytics, metadata, and information about Customer's use and interaction with the Airia Services ("**Aggregated and De-**

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identified Data"). Airia may use Aggregated and De-identified Data to operate and improve the Airia Services.

6.2. Customer. As between Airia and Customer and to the extent permitted by applicable law, Customer: (a) retains all rights, title and interest in Input; and (b) owns all Output. Customer acknowledges that due to the nature of artificial intelligence, Output may not be unique, and other users may receive similar or the same Output from the Software Services. Responses that are requested by and generated for other users are not considered Customer's Output. Customer grants Airia a non-exclusive, worldwide right to use Content to provide the Airia Services during the Subscription Term. If Customer elects to use Third-Party Services with the Software Services, Customer consents to the transmission and exchange of Content with those Third-Party Services.

6.3. Feedback. If Customer provides any suggestions, requests, or feedback to Airia, or makes a submission to the Airia Community (collectively, "**Feedback**"), Customer 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.

7. **Liability**.

7.1. GENERAL. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY: (A) WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY; AND (B) EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

7.2. EXCLUSIONS. NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (B) COSTS OF COVER OR LOSS OF REVENUE, PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT, IN EACH CASE WHETHER SUCH LOSSES OR COSTS WOULD CONSTITUTE DIRECT DAMAGES OR INDIRECT DAMAGES UNDER APPLICABLE LAW. THE EXCLUSIONS IN THIS **SECTION 7.2** SHALL APPLY EVEN IF EITHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

7.3. MUTUAL CAP. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF AIRIA FEES PAID BY CUSTOMER FOR THE AIRIA SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

7.4. EXCEPTIONS. THE LIMITATIONS AND EXCLUSIONS LISTED IN THIS SECTION 7 SHALL NOT APPLY TO DAMAGES RELATING TO: (A) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (B) INDEMNIFICATION OBLIGATIONS; (C) CUSTOMER'S PAYMENT OBLIGATIONS; AND (D) VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. **Warranties & Disclaimers.**

8.1. Airia Warranty. Airia warrants that: (a) during the applicable Subscription Term, Software Services will perform materially in accordance with the Documentation; (b) it will provide the Professional Services in a professional and workmanlike manner and in material accordance with the corresponding SOW; (c) it will provide the Support Services in material accordance with the Support Overview; and (d) to the best of its knowledge, the Software Services do not contain, and Airia will not knowingly introduce, any viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs. Where Customer notifies Airia of a non-conformity with a warranty under this **Section 8.1** and Airia is unable to correct any reported non-conformity, Airia may terminate the applicable Airia Services, and Customer will be entitled to receive a refund of any prepaid Airia Fees for the terminated Airia Services which are applicable to the period after the effective termination date. Airia's warranties will not apply to the extent a non-conformity is caused by Customer's breach of the Agreement. The remedies in this **Section 8.1** are the Customer's sole and exclusive remedies for breach of the warranties in this **Section 8.1**.

8.2. Applicable Law and Compliance. Each Party warrants that it: (a) shall comply with its obligations under applicable law; and (b) has authority to enter into the Agreement. The Parties agree that neither the Airia Services, Output nor Documentation shall constitute professional advice (whether legal, financial, medical or otherwise).

8.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A

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PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AIRIA SERVICES AND ITS OR A THIRD-PARTY SERVICE PROVIDER'S ARTIFICIAL INTELLIGENCE TECHNOLOGY, TOOLS, FEATURES AND MODELS ("**AI COMPONENTS**") ARE MADE AVAILABLE "AS IS". AIRIA MAKES NO GUARANTEES ABOUT: (A) THE ACCURACY, QUALITY, FAIRNESS, OR FREEDOM FROM BIAS OF AI COMPONENTS OR OUTPUT; (B) THAT USE OF THE AIRIA SERVICES WILL RESULT IN ANY SPECIFIC BUSINESS OUTCOMES, COST SAVINGS OR RETURN ON INVESTMENT; (C) THE CONTINUED AVAILABILITY OF THIRD-PARTY SERVICES, MODELS, APIS OR INTEGRATIONS; OR (D) THAT ANY CONFIGURATION, CONTROL, GUARDRAIL, OR SAFEGUARD WILL PREVENT, DETECT, OR REMEDIATE ALL SECURITY INCIDENTS, DATA LOSS, OR MISUSE. CUSTOMER IS SOLELY RESPONSIBLE FOR EVALUATING AI COMPONENTS AND OUTPUT FOR ACCURACY, QUALITY, FAIRNESS, BIAS AND SUITABILITY FOR ITS PURPOSES, INCLUDING BY EMPLOYING HUMAN REVIEW OF AI OUTPUT. CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH ITS USE OF AI COMPONENTS AND OUTPUT.

9. **Indemnification**.

9.1. Airia Indemnity. Airia will indemnify and defend Customer in respect of all Losses, to the extent arising out of any Third-Party Claim that Customer's use of Software Services infringes a third party's intellectual property rights.

9.2. Customer Indemnity. Customer will indemnify and defend Airia in respect of all Losses which arise out of any Third-Party Claim to the extent arising out of or relating to: (a) Content; (b) Customer Applications; or (c) Customer's breach of the AUP.

9.3. Process. The indemnification obligations in this **Section 9** are subject to the: (a) indemnitor being promptly notified of the Third-Party Claim in writing by the indemnitee; (b) indemnitor having sole control of the defense and any settlement negotiations with respect to the Third-Party Claim, provided it may not admit any fault or liability on behalf of the indemnitee; (c) indemnitor being provided the assistance, authority, and any reasonably requested information from the indemnitee; and (d) indemnitee not settling any Third-Party Claim under this **Section 9** without the indemnitor's prior written consent which will not be unreasonably withheld. The indemnitor may, without consent, enter any settlement of a claim that unconditionally releases the indemnitee from liability. **Sections 9.3(b) and 9.3(d)** do not apply to any Third-Party Claims by a governmental or regulatory authority and the indemnitee shall retain sole control of the defense and any settlement of such Third-Party Claims.

9.4. Other Remedies. If Airia receives information about an infringement claim related to the Software Services, then Airia may at its sole option and expense: (a) replace or modify the applicable Software Services with a non-infringing, functionally equivalent alternative; (b) procure for Customer the rights to use that portion of the Software Services alleged to be infringing; or (c) terminate Customer's use of the infringing Software Services and, upon such termination, refund to Customer any prepaid Airia Fees for the infringing Software Services applicable to the period after the effective termination date.

9.5. Limitations. Airia will not have any obligation under this **Section 9** to the extent that a claim is due to: (a) use of the Software Services in breach of **Section 1.2**; (b) the combination, operation, or use of the Software Services with Third-Party Services, Content, or Customer Applications to the extent that such combination, operation, or use of these caused the underlying infringement; or (c) changes to the Software Services made by a party other than Airia. **This Section 9 states** the Parties' sole and exclusive remedies in respect of any Third-Party Claims covered by this **Section 9.**

10. **Preview Services & Free Services**.

10.1. Overview. This **Section 10** governs Preview Services and Free Services. Customer is responsible for all Consumption Fees when using Preview Services or Free Services. In relation to Preview Services and Free Services, the terms in this **Section 10** supersede any conflicting terms in the Agreement. Airia may terminate Preview Services and Free Services at any time, for any reason.

10.2. DISCLAIMER. CUSTOMER AGREES THAT PREVIEW SERVICES AND FREE SERVICES ARE PROVIDED "AS IS" AND MAY CONTAIN FORWARD-LOOKING CODE. AIRIA DISCLAIMS ALL WARRANTIES AND ITS INDEMNIFICATION OBLIGATIONS SHALL NOT APPLY. AIRIA DISCLAIMS ALL LIABILITY RELATING TO ANY PREVIEW SERVICES AND FREE SERVICES, SAVE THAT IF A DISCLAIMER OF LIABILITY IS NOT ALLOWED UNDER APPLICABLE LAW, AIRIA'S LIABILITY SHALL NOT EXCEED $100.00.

11. **Marketing**. Customer grants Airia a limited right to use Customer's trademarks and logos in Airia's sales and marketing materials and reference Customer's use of the Airia Services in marketing publications.

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12. **Resale**. This **Section 12** only applies where the purchase of Airia Services by Customer is through a third party who is authorized under a written agreement with Airia to resell Airia Services ("**Authorized Reseller**") under the terms of an agreement between Customer and the Authorized Reseller, which may specify different terms than the Agreement regarding invoicing, taxes, and payments ("**Resale Agreement**"). The Resale Agreement shall prevail over any conflicting terms in the Agreement, but only with respect to invoicing, taxes, billing and payment terms for Airia Services purchased under the Resale Agreement. Airia will provide Airia Services to Customer in connection with a Resale Agreement if Airia and the Authorized Reseller have executed an order form (or equivalent ordering document under Airia's written agreement with Authorized Reseller) for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Resale Agreement: (a) Airia may share information with the Authorized Reseller related to Customer's account and use of the Airia Services; (b) references to "Customer" in each of the defined terms "Airia Fees", "Consumption Fees" and "Order Form" in the Agreement shall be replaced with "Authorized Reseller," and all payments of fees, refunds, and credits, if any, are payable by or to the Authorized Reseller; (c) the Agreement governs Customer's use of the Airia Services, notwithstanding anything to the contrary in the Resale Agreement; (d) Authorized Reseller is not authorized to make any warranties, representations, promises, or commitments on behalf of Airia or concerning the Airia Services; (e) Airia is an intended third-party beneficiary of the Resale Agreement and may directly enforce the terms of this Agreement against Customer as if Airia were a party to the Resale Agreement; (f) any claim by Customer arising out of or relating to the Agreement or Airia Services, including any claim for refund, credit, or damages, shall be brought directly against the Authorized Reseller; and (g) Section 2.2 of the Agreement shall not apply to purchases made under a Resale Agreement, and renewal shall instead be governed by the Resale Agreement.

13. **General Terms**.

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

13.2. Product Roadmap. Airia may, in its sole discretion, share information about planned products, features, or enhancements ("**Roadmap**"). All Roadmap information is preliminary, subject to change without notice, and does not constitute a commitment by Airia to deliver any functionality. Customer acknowledges that its purchasing decisions are not based on, and will not be affected by, any Roadmap disclosures.

13.3. U.S. Government Rights. The Software Services and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as defined in FAR 12.212 and DFARS 227.7202. If the Customer is a U.S. Government agency or contractor acquiring on behalf of the U.S. Government, the Government's rights in the Software Services and Documentation shall be only those set forth in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

13.4. 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 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.

13.5. Amendments. Except as expressly provided otherwise in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.

13.6. Export & Sanctions. Each Party will comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Airia Services. Without limiting the generality of the foregoing, Customer will not make the Airia Services available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties, or 50% or more owned by one or more such parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

13.7. Corruption. Each Party will comply with all applicable anti-corruption and anti-bribery laws, in relation to this Agreement. Each Party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either Party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) induce or reward any favorable action in any matter related to the subject of this Agreement or the business of either Party. Each Party further agrees to keep accurate books and records in relation to this Agreement and cooperate with the other Party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

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13.8. 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 Customer has a good faith belief that copyrighted materials that Customer has authority to act on are being used in the Airia Services in an infringing manner, Customer may submit a notice of infringing material to Airia by emailing notices@airia.com. Airia will promptly review any submissions and if all requirements of the DMCA are met, Airia will act in accordance with its obligations under the DMCA, and where necessary, remove the infringing content.

13.9. 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.

13.10. Claims. No claim arising out of or relating to this Agreement may be brought by either Party more than two (2) years after the cause of action accrued, except for claims: (a) by Airia for collection of Fees; or (b) for violation of a Party's or its Affiliate's intellectual property rights. In any action to enforce this Agreement, the prevailing Party is entitled to its reasonable costs and attorneys' fees.

13.11. 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, change in control, or sale of stock or substantially all 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.

13.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Airia Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order, hyperlinked terms or onboarding documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

13.13. 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.

13.14. 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.

13.15. Order of Precedence. In the event of any conflict or inconsistency between any parts of the Agreement, the following descending order of precedence shall apply: (a) Order Form; (b) documents incorporated by reference into these Terms or the Order Form; and (c) these Terms. For the avoidance of any doubt, the Order Form only takes precedence so long as the specific section being modified in the Agreement is referenced on the Order Form. The fact that the Order Form is silent on a particular matter, whereas any of these Terms make provision for the same, shall not of itself be deemed to give rise to a conflict or inconsistency.

13.16. Beneficiaries. There are no third-party beneficiaries under this Agreement, except to the extent expressly stated in this Agreement.

13.17. 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.

13.18. Counterparts. Any Order Form or the Agreement may be executed in any number of counterparts, with all signed documents together constituting the same document.

14. **Definitions**.

"**Affiliate**" with respect to a Party, any entity Controlled by, Controlling, or under common Control with that Party, whereby Control means the direct or indirect ownership of more than fifty percent (50%) of the voting interests in such entity.

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"Airia" Airia LLC, unless a different Airia entity is specified on the Order Form.

"Airia Fees" the fees payable by Customer for Airia Services, as detailed on the Order Form (excluding Consumption Fees).

"**Airia Services**" all services provided by Airia to Customer, including Software Services, Support Services, Professional Services, SDKs, and tools.

"**API**" any integration, connector, or application programming interface allowing the exchange of data between the Software Services and Customer Applications or Third-Party Services.

"**BYOK**" any Customer-provided API key ("bring your own key") for Third-Party Services.

"**Confidential Information**" 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 Content, Airia Services, Documentation, pricing, software code, functionality, systems, and roadmaps, and any non-public technical, business, security, or financial information. Confidential Information may include a Party's Affiliate's information or a Third-Party Service provider's information.

"**Consumption Credits**" service consumption credits in respect of use of Third-Party Services, including Model tokens and credits for advanced content processing and ingestion services.

"**Consumption Fees**" fees payable by Customer for Consumption Credits.

"**Content**" all Input and Output.

"**Customer**" (a) the company or other entity specified on an Order Form; (b) the individual specified on an Order Form, if no company or other entity is listed; or (c) if there is no Order Form, the company or other entity on whose behalf an individual accepts these Terms and accesses the Software Services.

"**Customer Application**" any Customer system, application, website, product, or service that Customer uses with the Software Services.

"**Documentation**" any user guide, technical documentation, or Software Services access materials for the Software Services made available by Airia.

"**DPA**" the then-current version of the data processing addendum at https://trust.airia.com/resources.

"**Execution**" a single, discrete run of a workflow or process within the Software Services, whether successful or unsuccessful. Each of the following constitutes a separate Execution: (a) sub-executions (nested or child executions spawned by a parent execution); (b) Model inferences; (c) tool invocations; (d) automatic retries; (e) test executions performed for validation, debugging, or development purposes; and (f) any other workflow step initiated by the Software Services or by another workflow.

"**Fees**" Airia Fees and Consumption Fees.

"**Free Services**" Airia Services made available to Customer without any associated Airia Fees.

"**Guest**" any third party that runs an Execution via Spaces, a Customer Application or otherwise.

"**Input**" any: (a) query, request, prompt, information or content submitted by or on behalf of Customer through the Software Services for processing by a Model or to run an Execution; or (b) other information or content provided by or on behalf of Customer (including via Third-Party Services, Customer Applications, Users, or Guests) to Airia, or submitted to the Software Services.

"**Losses**" any damages, reasonable attorneys' fees, costs, fines, regulatory assessments or penalties, in each case, to the extent: (a) finally awarded against a Party by a court of competent jurisdiction; (b) finally imposed by a governmental or regulatory authority; or (c) agreed to in a final settlement in accordance with the terms of **Section 9.3(d)**.

"**Model**" an artificial intelligence model made available by Airia or Customer (using BYOK) in the Software Services.

"**Order Form**" (a) the signed ordering document between the Parties; or (b) the online registration or subscription form completed by Customer when creating or upgrading its account.

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

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"Preview Services" any services, features, or functionality identified by Airia as "beta," "preview," "early access," "experimental," "pre-release," or similar designation.

"**Professional Services**" any installation, implementation, design, training or configuration services relating to the Software Services.

"**SDK**" Airia's then-current version of its software development kit.

"**Software Services**" the Airia software services as set out in an Order Form or as otherwise provided to Customer (including but not limited to agents, APIs, Models, web and mobile applications, prompt libraries, AI Components, environments, and Updates) and any related hosting subscriptions.

"**SOW**" a statement of work detailing Professional Services.

"**Spaces**" a virtual space where Customer may invite (e.g., send QR code) Guests to run Executions.

"**Subscription Term**" the Initial Subscription Term together with any Renewal Subscription Terms (each as defined in **Section 2.2**).

"**Support Overview**" the then-current version of the description of the Support Services at https://trust.airia.com/resources.

"**Support Services**" the technical support services and any technical account management services for the Software Services, as described in the Support Overview or specified in an Order Form.

"**Third-Party Claim**" a claim, demand, lawsuit, investigation, enforcement action or other legal or regulatory proceeding brought against a Party to this Agreement by a third party, including by Users, Guests, providers of Third-Party Services, governmental or regulatory authorities and any other third parties.

"**Third-Party Services**" third-party products, services, websites, or materials that are selected to be used by Customer in or with the Software Services.

"**Updates**" any addition or modification of functionality, features, patches, and fixes applied to the Software Services by Airia.

"**Usage Limits**" any limits applicable to a subscription for the Software Services as may be described in the Order Form or Documentation, for example, the limits on the number of Executions or Users.

"**User**" Customer's and its Affiliates' employees and agents that have a user account under Customer's account for the Software Services.

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