Last Updated: June 26th, 2026

Azure Marketplace Supplement

This Azure Marketplace Supplement (the "**Supplement**") forms part of the Airia Service Terms at https://trust.airia.com/resources (the "**Terms**") between Airia LLC ("**Airia**") and the Customer identified in the applicable Microsoft Azure Marketplace private offer or transaction. This Supplement applies solely where Customer purchases Airia Services through the Microsoft Azure Marketplace (a "**Marketplace Transaction**"). In the event of any conflict between this Supplement and the Terms with respect to a Marketplace Transaction, this Supplement controls. Capitalized terms used but not defined herein have the meanings given in the Terms.

1. **Microsoft as Billing Agent.** Customer acknowledges and agrees that Microsoft Corporation ("**Microsoft**") acts as Airia's agent or commissionaire (and subprocessor), as applicable, solely for the purpose of facilitating Customer's purchase of the Airia Services through the Azure Marketplace, including the invoicing, collection, and remittance of Fees.
2. **No Microsoft Party Status**. Microsoft is not a party to the Agreement. Microsoft has no obligations or liability to Customer under the Agreement, and Customer has no obligations or liability to Microsoft under the Agreement. Customer's use of the Azure Marketplace is governed by Customer's separate agreement with Microsoft.
3. **Governing Terms**. Notwithstanding the foregoing, the provision and use of the Airia Services is governed exclusively by the Agreement (including this Supplement) and not by any Microsoft Azure Marketplace terms, marketplace participation terms, or similar Microsoft terms.
4. **Order Form and Acceptance Private Offer as Order Form.** For purposes of a Marketplace Transaction, the Microsoft Azure Marketplace private offer accepted by Customer (the "**Private Offer**") shall constitute the Order Form under the Terms and shall specify the applicable Airia Services, Subscription Term, Fees, billing frequency, and quantity. References in the Terms to "Order Form" shall be deemed to include the Private Offer with respect to such Marketplace Transaction.
5. **Acceptance**. Customer's acceptance of the Private Offer through the Azure Marketplace constitutes Customer's acceptance of the Agreement (including these Terms, this Supplement, and any documents incorporated by reference). The effective date of the Agreement for the Marketplace Transaction is the date Customer accepts the Private Offer in the Azure Marketplace.
6. **Payment to Microsoft**. Notwithstanding **Section 4** of the Terms, Customer will pay all Fees set forth in the Private Offer to Microsoft on Airia's behalf, in accordance with Customer's Azure Marketplace billing terms with Microsoft.
7. **Customer's Continuing Obligation**. Customer remains ultimately responsible for the payment of all Fees. Any failure by Microsoft to invoice or collect Fees, or any dispute between Customer and Microsoft regarding the Marketplace billing process, does not relieve Customer of its payment obligations to Airia.
8. **Taxes. Section 4.6** of the Terms is modified such that Taxes for Marketplace Transactions will be handled in accordance with the Azure Marketplace billing process. Where Microsoft collects and remits applicable Taxes through the Marketplace, Airia will not separately invoice Customer for such Taxes.
9. **Currency**. All Fees under a Marketplace Transaction will be denominated in the currency specified in the Private Offer.
10. **Subscription Term**. The Subscription Term for a Marketplace Transaction shall be as specified in the Private Offer.
11. **Renewal.** Notwithstanding **Section 2.2** of the Terms, no auto-renewal shall occur, and any renewal will require a new Private Offer accepted by Customer.
12. **Amendments.** In the event Microsoft materially amends the terms of the Azure Marketplace during the Subscription Term in a manner that affects the rights or obligations of either Party under the Agreement, the Parties will discuss in good faith any reasonable modifications required (if any) to this Supplement.
13. **Subprocessing.** Customer acknowledges that Microsoft acts as a subprocessor under the DPA solely for the limited purpose of facilitating the Marketplace Transaction (e.g., billing-related personal information).
14. **Suspension for Non-Payment**. For purposes of applying **Section 3(b)** of the Terms to a Marketplace Transaction,

Copyright © Airia LLC 2026

Fees shall be deemed "overdue" when payment has not been received by Microsoft within the payment period specified in the Private Offer or Customer's Azure Marketplace billing terms with Microsoft. Airia may rely on Microsoft's notification or reporting regarding Customer's payment status for purposes of exercising its suspension rights under **Section 3(b)**.

15. **Termination Effect**. Termination of the Agreement or the applicable Marketplace Transaction shall be reflected through the Azure Marketplace as required by Microsoft's processes. Refunds, if any, owed to Customer following termination shall be processed through Microsoft to the extent required by Marketplace rules; otherwise, the refund provisions of the Terms apply.
16. **Resale.** For the avoidance of doubt, Microsoft is not an Authorized Reseller under **Section 12** of the Terms, and **Section 12** does not apply to Marketplace Transactions. The relationship between Airia, Microsoft, and Customer with respect to a Marketplace Transaction is governed exclusively by this Supplement.
17. **Order of Precedence. Section 13.15** of the Terms is modified solely for Marketplace Transactions such that the order of precedence is: (a) this Supplement; (b) the Private Offer; (c) documents incorporated by reference into the Terms or the Private Offer; and (d) the Terms.

Copyright © Airia LLC 2026