



AIR INTEL.co CONSULTING AND EDUCATION SERVICES TERMS

These Consulting and Education Services Terms ("**Services Terms**") are governed by and incorporated into the Agreement and apply to Consulting and Education services provided by **AIR INTEL**. **AIR INTEL** and Customer are from time to time referred to as a "Party" and collectively as the "Parties". All capitalized terms used but not defined herein will have the meanings assigned to them in the Agreement.

1. Definitions (Selected)

- "**Agreement**" means (i) the **AIR INTEL Customer Agreement** or other licensing agreement executed between AIR INTEL and Customer that governs Customer's access and use of AIR INTEL Products ; and (ii) an Order Form and any document incorporated therein.
- "**Consulting Services**" means any consulting services performed by AIR INTEL under the terms of the Agreement.
- "**Course Materials**" means any training or education materials, in printed form or other medium, provided to Customer in connection with the Education Services.
- "**Deliverables**" means anything, other than AIR INTEL Products, created or delivered by AIR INTEL in the course of performing Services.
- "**Education Services**" means any training or education services performed by AIR INTEL for Customer under the terms of the Agreement.
- "**AIR INTEL Products**" means Software and AIR INTEL Cloud products provided by AIR INTEL and its Affiliates. AIR INTEL Products do not include Services or early release, beta versions or technical previews of product offerings.
- "**Services**" means Support, Consulting Services, or Education Services performed by AIR INTEL. **Services do not include AIR INTEL Cloud.**

2. Customer Rights and Restrictions

- **License Grant:** AIR INTEL grants Customer a personal, limited, non-exclusive, non-transferrable license to use the **Deliverables** and **Course Materials** solely in connection with Customer's authorized use of the **AIR INTEL Products** and Services.

- **Use Restrictions:** Customer will not, nor permit anyone to, copy, reproduce, rent, lease, publish, sell, sublicense, modify, make derivative works, reverse engineer, decompile, disassemble or translate any **Deliverables** or **Course Materials**.
- **Proprietary Notices:** Customer may not remove or obscure any **AIR INTEL Marks** or other copyright, trademark or other proprietary notice displayed or included in the Services, Course Materials, or Deliverables.

3. Customer Responsibilities

- **Cooperation and Accuracy:** Customer and its employees shall reasonably cooperate with AIR INTEL and shall be responsible for the **completeness and accuracy of all information, Content, and material provided by Customer** to AIR INTEL in connection with the Services.
- **Personal Data:** Customer shall use all reasonable efforts to **anonymize any Relevant Personal Data** provided to AIR INTEL and provide access to such data only as necessary for AIR INTEL's performance of the Services.
- **Cancellation:** No refunds will be given for any cancellation made within less than **ten (10) days** of the scheduled start date. Customer must pay any non-refundable expenses incurred by AIR INTEL if on-site Services are rescheduled or cancelled with less than ten (10) business days' notice.
- **Consulting Provision:** Unless otherwise specified, Consulting Services will be provided on a **time and materials basis** and are limited to implementation, configuration and AIR INTEL Products enablement.

4. Fees; Payment; Taxes

- **Payment Terms:** Customer shall pay any fees due in accordance with the payment terms set forth in an Order Form or, if none, **within thirty days from receipt of invoice**.
- **No Refunds:** Payments are non-cancelable, non-refundable and non-creditable. No refunds or credits shall be provided for any unused or expired prepaid Consulting or Education Services.
- **Exclusions:** Fees for Consulting Services or Education Services are **exclusive of travel costs and expenses**.
- **Taxes:** Customer is responsible for all sales, use, excise, withholding, value-added, and other taxes and duties.

5. Intellectual Property

- **Ownership:** Customer retains all rights, title and interest in and to its Content. **AIR INTEL retains all right, title and interest in and to the AIR INTEL Products, Services, Course Materials, and Deliverables.**

6. Warranty and Disclaimer

- **Limited Warranty:** AIR INTEL warrants that Consulting Services and Education Services will be performed using **reasonable care and skill consistent with generally accepted industry standards.**
- **Customer Remedy:** Customer's exclusive remedy and AIR INTEL's sole liability for a warranty breach is, at AIR INTEL's option and expense, to either: (i) **re-perform the non-conforming Services;** or (ii) terminate the affected Services and **refund any unused, prepaid fees.**
- **Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, AIR INTEL MAKES NO OTHER WARRANTIES AND HEREBY **DISCLAIMS ALL OTHER WARRANTIES**, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. AIR INTEL DOES NOT WARRANT THAT THE SERVICES WILL BE **ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.**

7. Limitation of Liability

- **Exclusion of Damages:** AIR INTEL, its affiliates or subcontractors **WILL NOT BE LIABLE FOR ANY LOSS OF SAVINGS, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA,** or for any INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- **Liability Cap:** Each Party's maximum, cumulative liability will in no event exceed **the fees paid or payable by Customer for the twelve (12) month period preceding the loss or damages** giving rise to the claim and attributable to the specific Services giving rise to such damages.

10. General Provisions (Selected)

- **Confidentiality:** Each Party shall protect the other Party's Confidential Information using a **reasonable degree of care.** Confidentiality obligations survive for a period of three (3) years following termination.
- **Notices:** All notices by Customer to AIR INTEL must be in writing and delivered to AIR INTEL by email to **connect@airintel.co.**

- **Governing Law and Jurisdiction:** These Services Terms shall be governed by the laws and jurisdiction set out in Table 1 corresponding to the contracting AIR INTEL Entity.
- **Waiver of Jury Trial:** CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THESE SERVICES TERMS.