



AIR INTEL.co CUSTOMER AGREEMENT

IMPORTANT: BY CHECKING THE ACCEPTANCE BOX OR DOWNLOADING, INSTALLING, ACCESSING OR USING AIR INTEL PLATFORM OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY EMPLOYER OR BUSINESS ENTITY, SUCH ENTITY IS DEEMED THE CUSTOMER HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT.

1. Agreement

This Agreement is between Customer and **AIR INTEL.co** and governs Customer's access or use of all **AIR INTEL Platform** and Services.

2. Definitions (Selected)

Unless defined elsewhere in this Agreement, the capitalized terms utilized in this Agreement are defined below:

- **"AIR INTEL Cloud Service"** means any subscription-based, SaaS solution provided and managed by AIR INTEL.
- **"AIR INTEL Marks"** means AIR INTEL's trademarks, service marks, trade names, logos, and designs, whether or not specifically recognized, registered or perfected.
- **"AIR INTEL Platform"** means the Software and **AIR INTEL Cloud Service** offerings provided by AIR INTEL and its affiliates to Customer (including any software client that must be downloaded and installed to use AIR INTEL Cloud Service).
- **"Authorized User"** means an individual authorized by Customer to use the **AIR INTEL Platform** or Services for Customer's business purposes in accordance with the terms and conditions of this Agreement, and to whom Customer has supplied user credentials or user access.
- **"Content"** means information, data, materials, media or other content provided by or on behalf of Customer and/or its Authorized Users for use with AIR INTEL Products or Services.

- **"Online Support"** means Customer technical support, including access to updates for the **AIR INTEL Platform**, which are provided by AIR INTEL or its affiliates to Customer as part of a paid subscription or support contract (replacing the original term "Support").
- **"Services"** means any Consulting Services and Education Services performed by AIR INTEL for Customer under the terms of this Agreement. Services do not include **Online Support**.
- **"Software"** means the generally available release of AIR INTEL software made available under this Agreement, in object code form.

3. Customer Rights and Responsibilities (Selected Key Clauses)

- **AIR INTEL Platform Use:** AIR INTEL grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the **AIR INTEL Platform** solely for Customer's internal business operations, provided any use shall be in accordance with the Documentation and the terms and conditions of this Agreement.
- **Online Support (Specific to Request):** AIR INTEL shall provide **Online Support** for **AIR INTEL Cloud Service** subscriptions in accordance with AIR INTEL's then-current Service Level Agreement. AIR INTEL shall provide **Online Support** for Software subscriptions in accordance with AIR INTEL's then-current Support Policy. The applicable **Online Support** terms are available at www.airtel.co/product-terms.
- **Use Restrictions (Prohibited Activities):** Customer will not, nor permit anyone to:
 - Reverse engineer or otherwise attempt to extract or derive the source code or any methods, algorithms or procedures from the **AIR INTEL Platform**.
 - Use, offer, embed, sell, or otherwise exploit the **AIR INTEL Platform** in any managed service provider (MSP) offering; independent software vendor (ISV) offering; OEM Offering, platform as a service or integration platform as a service (PaaS or iPaaS) offering; service bureau; or other similar product or offering.
 - Use the **AIR INTEL Platform** if Customer is a competitor, or use it in any manner that competes with AIR INTEL or for any purpose that is to AIR INTEL's detriment.
- **Content:** Customer acknowledges and agrees that it has the sole responsibility for maintaining backup copies of Content and that it has all of the rights in the Content necessary for its use under this Agreement.
- **Payment:** Payments are non-cancelable, non-refundable and non-creditable with no right of offset or suspension. If Customer fails to make any payment when due, AIR INTEL may temporarily suspend Customer's account or access to **AIR INTEL Platform**.

4. Warranties and Disclaimer

- **AIR INTEL Platform Warranty:** AIR INTEL warrants that, when used as authorized, (a) **AIR INTEL Cloud Service** will perform substantially in accordance with the applicable Documentation, and (b) the Software will, for a period of ninety (90) days from its Delivery Date, operate substantially in accordance with the applicable Documentation.
- **Disclaimer:** EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL **AIR INTEL PLATFORM**, SERVICES, **ONLINE SUPPORT**, DOCUMENTATION, AND OTHER INFORMATION, MATERIALS, AND SERVICES PROVIDED BY AIR INTEL ARE PROVIDED "**AS IS**" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (Updated to reflect "Online Support").
- **Analytical Services:** Any predictive or analytical services included in the **AIR INTEL Platform** are for informational purposes only and **not a guarantee of future results or performance**. It is Customer's sole responsibility to evaluate and independently verify the output before using it.

5. Intellectual Property Rights (Ownership)

- AIR INTEL retains all right, title and interest in and to the **AIR INTEL Platform**, Services, and Documentation.
- Customer retains all right, title and interest in and to all Content.

10. General Provisions (Selected)

- **Publicity:** Customer hereby grants AIR INTEL the right to list Customer as a customer of AIR INTEL along with other customers in marketing materials such as the AIR INTEL website and customer-facing presentations.
- **Notices:** All notices by Customer to AIR INTEL must be in writing and delivered to AIR INTEL: (a) by certified or registered mail or by an internationally recognized express courier addressed to AIR INTEL at its principal address *VIP Network LLC UAE*, Attention: Legal Department), or (b) by email to **connect@airintel.co**
- **Governing Law and Jurisdiction:** This Agreement is governed by the law of, and any suit or action shall be brought before the courts or arbitration boards set out in Table 1 corresponding to the contracting AIR INTEL entity.
- **No Waiver:** No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same.