Aira Tech Corp – Access Agreement

City of Miami Beach

This Agreement ("**Agreement**") contains terms and conditions upon which Aira Tech Corp., a Delaware corporation ("**Aira**"), agrees to accept an advanced payment from the undersigned ("you" or "**Payor**") for purchase of one or more Aira products including Hardware, Subscriptions or Aira Access as specified in this agreement.

Users (each, a "**User**" and collectively, "**Users**") can access Agents and other Aira provided content (the "**Aira Service**") within the constraints and for the use cases (the "**Access Method**"), as more particularly identified herein, to access the Aira website at https://aira.io, the mobile application and service accessed through the website and the mobile application (the "**Services**").

Access Methods may include any of the following

- **Access to Locations** – Enables Users to receive Aira Service within the geographical boundaries of locations you define (the "**Locations**").

ADVANCE PAYMENT AND REPORTS

By signing this Agreement, you agree to make an advanced payment of **$5,000** (the "**Initial Payment**") for **2,500** minutes (referred to as the "**Brick**") for Users to access the Services (including the costs of any applicable shipping, insurance, taxes, duties and similar fees of whatever nature levied on the rendering of such Services ("**Terms**"). Aira will submit an invoice to you in respect of the Initial Payment, which shall be due and payable upon receipt; you agree to pay such invoice within thirty (30) days of the receipt thereof. Invoices will be sent to:

Organization Name: **City of Miami Beach**

Attention: Valeria Mejia

Address: 1700 Convention Center Drive, 4th floor

Phone: 3056737000 ext. 2988

Email: valeriamejia@miamibeachfl.gov

From and after the Effective Date, Aira will commence deducting minutes used by User(s) accessing Services within the Access Method from the remaining minutes in the Brick. You agree that minutes will be deducted from the Brick in whole integers only, with a fraction of a minute used by a User being counted as one whole minute.

Within 15 days of the end of each calendar month, Aira will provide you with a report of the aggregate minutes usage by Users accessing Services within the Sites.

EXPIRATION OF BRICK

☒ Expiration of Brick

The purchased Brick expires on **[ONE YEAR FROM DATE OF SIGNATURE]** and is considered the Brick expiration date ("**Expiration Date**"). You will be notified 90 days prior to expiration and can choose to renew or purchase additional minutes explicitly or via the Automatic Renewal mechanism if option is selected. After the Expiration Date, Aira will no longer provide service for the Sites or other uses of the Brick that may have been defined through other agreements with Aira.

ADDITIONAL PAYMENTS; AUTOMATIC RENEWAL

☐ Automatic Renewal Option

As described above, the number of minutes remaining in the Brick will be reduced by one minute for each minute (or a fraction of a minute) used by a User within Access Method to access Services.

If the option above is selected, at any time prior to expiration date there are no remaining minutes in the Brick or if the expiration date has passed, you hereby agree that Aira will automatically without any further action or consent by or from you add **2,500** minutes ("**Additional Minute**s") to the Brick. You will be invoiced directly by Aira or through a third-party payment service provider of Aira's, as Aira may choose at its discretion, for each set of Additional Minutes. The cost of each set of **2,500** Additional Minutes to you shall initially equal **$5,000** and may increase as agreed between Aira and you from time to time. Each invoice will be due and payable upon receipt. You agree to pay the amount of each such invoice (each, an "**Additional Payment**") within thirty (30) days of the receipt thereof.

ACCESS METHODS

☒ Access to Locations

If Access to Locations checkbox is selected, then the following conditions apply:
By signing this Agreement, you agree to allow individuals to access Aira Services and detect minutes from the Brick(s) you have purchased. Your organization may add, modify or delete geographical sites that are defined by map coordinates as represented on a map showing the boundaries in which Aira Service will be provided. These geographical areas, or geofences, will define where individuals will receive Aira Service on your behalf. Exhibit A may optionally include the definition of the initial Sites that you choose to enable. Alternatively, you may choose to define and enable Sites by engaging your Aira sales representative after the contract is completed. Changes will be reflected within three business days.

Product or Hardware	Qty	Price
Aira Access for Locations (1 Brick, 2,500 minutes)	1	$5,000
Subtotal		$5,000
TOTAL		**$5,000**

NO GUARANTEES; LIMITATION OF LIABILITY

Aira does not represent, warrant or agree, and expressly disclaims any representation, warranty or covenant, that (i) the Services will meet any expectations of Payor or any User, (ii) the Services will be the same (or operate the same as) hardware or software made available to any other customer, (iii) the Services will operate in combination with other hardware or software systems or data not provided by Aira, or (iv) the operation of the Services will be uninterrupted or error-free.

Aira is not a deposit taking institution and any deposits received are not covered by the Federal Deposit Insurance Corporation ("FDIC") and are subject to total loss. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICES UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, OF THE UNEARNED REVENUE THEN OUTSTANDING.

TERMINATION

Either party may terminate this Agreement upon giving thirty (30) days advance written notice to the other party.

NOTIFICATIONS

All notices, requests, consents, and approvals made under this Agreement shall be given in writing by regular U.S. mail, by hand-delivery, by certified mail, postage prepaid, by an overnight delivery service, or by electronic mail, delivery receipt required. Either party may designate a different address by giving proper notice to the other party. The time of giving such notices shall be deemed to be the time when the same is received or delivery refused, provided the proper address is used.

Notices required to be delivered under this Agreement shall be emailed to or addressed to the office as follows:

Name: **City of Miami Beach**

Company Name: **City of Miami Beach**

Address: 1700 Convention Center Drive

Email: valeriamejia@miamibeachfl.gov

Phone: 305-673-7000 ext. 2988

Suman Kanuganti, CEO

Aira Tech Corp

4225 Executive Square, #400

La Jolla, CA 92037

suman@aira.io

858-880-4454

With copy to: City of Miami Beach, FL
              1700 Convention Center Drive
              Miami Beach, FL 33139
               Attn: City Manager

INDEMNIFICATION

Aira shall indemnify, defend, and hold harmless the Payor and its commissioners, officers, employees, and agents from and against any and all claims, debts, demands, damages, liabilities, judgments, and causes of action of any kind or nature resulting from Aira's activities associated with the Services within the Access Method.

EXECUTION OF AGREEMENT

The parties hereby agree and express their intent to execute this Agreement electronically if the User has a designated information processing system. The parties also hereby agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The "Effective Date" of this Agreement will [DATE SIGNED].

City of Miami Beach   **AIRA TECH CORP**

_____   _____
Authorized Signature   Authorized Signature

Name: Name:
Title: Title:

Exhibit A

ACCESS DESCRIPTION

The City of Miami Beach will provide GIS information that Aira will use to provision the geo-fence.