

## AI Inner Circle Partner Program Agreement

Microsoft Corporation (“we” or “us”) and “you,” and the entity signing below, enter into this AI Inner Circle Partner Program Agreement (“**Agreement**”), for your participation in the AI Inner Circle Partner Program (“**Program**”).

1. **BACKGROUND.** Microsoft recognizes the importance of close cooperation with partners who have developed valuable products playing a key role in the mutual AI ecosystem. The Program provides support and incentive to partners realizing the effectiveness of a closer working relationship and greater advance information flow. Accordingly, the parties desire to progress each other’s software development tools and products under the terms set forth below.
2. **DEFINITIONS.**
  - A. “**AI Offerings**” means the following Microsoft AI-related products and services: (a) Azure Machine Learning Studio; (b) Cognitive Services; and (c) Azure Bot Services, including the Microsoft Bot Framework.
  - B. “**Your Products**” or “**Your Solutions**” means your software development tools and products that work in conjunction with the AI Offerings.
3. **PROGRAM BENEFITS AND REQUIREMENTS.**
  - A. **Program Benefits.** The Program benefits (“**Program Benefits**”) are set forth at [Program Benefits](#) on the [Program Portal](#). Please note that we may tailor, expand and modify the Program Benefits according to feedback about the Program and our evaluation of what is the most helpful. Updates to the Program Benefits will be posted at [Program Benefits](#).
  - B. **Eligibility Requirements.** To complete your agreement and request membership in the Program, you are required to meet the eligibility requirements (“**Eligibility Requirements**”) set forth at [Eligibility Requirements](#). Your continued participation in the Program requires that you continue to meet the Eligibility Requirements and that you comply with the terms and conditions of this Agreement.
  - C. **Your Products or Solutions.** Microsoft may publish guidelines or set forth requirements for products and solutions participating in certain certification or affiliation programs, including use of Program logos or trademarks. Specifics about such programs will be provided on the [Program Portal](#).
  - D. **Events.** Microsoft may organize or sponsor certain Program events, which might include, without limitation, meetings, conferences, product briefings or launch activities (“**Events**”), if no separate agreement governs such Events, then this Agreement shall apply to your participation in such Events.
  - E. **Logo Use.** If we provide opportunities to identify Your Products as compliant with or meeting certain requirements relating to the AI Offerings, we will provide a logo license (“**Logo License**”) that will govern the use of our trademarks and logos. In addition, any use of our trademarks and logos must comply with the [Microsoft Trademark and Brand Use Guidelines](#).
  - F. **Other Microsoft Products or Services.** This Agreement covers your participation in the Program and does not cover license or use rights to other Microsoft code, products or services, which are provided under the standard terms thereof. Specifically, this Agreement does not apply to any Microsoft software, which is governed by its own end user license agreement.
4. **PAYMENT.** There currently are no Program participation fees, though you will be responsible for your own costs and expenses for participating in the Program. If the Program changes or expands to include benefits involving fees, we will provide reasonable notice and the ability to elect to participate in such benefits, provided that you otherwise meet the requirements for such benefits. You may also choose to decline such benefits.
  - A. **Payment.** If any fees become payable during the Program, you will pay all invoices for such fees within 30 days after the invoice date, in accordance with the instructions in our invoice. We may assess a late payment charge of 1.5% per month or the highest lawful rate, whichever is less, on all past due amounts. All amounts payable will be reported, invoiced, and paid in U.S. dollars.
  - B. **Taxes**
    - (i) The amounts payable under this Agreement do not include any foreign, U.S. federal, state, local, municipal, or other governmental taxes, duties, levies, fees, excises, or tariffs arising out of or relating to the transactions contemplated herein. However, you will pay us any applicable value added, goods and services, sales or use taxes, or like taxes that are owed by you solely as a result of entering into this Agreement and that are permitted to be collected from you by us under applicable law. You may provide us a valid exemption certificate, in which case we will not collect taxes covered by such certificate. Any such certification must be submitted to Microsoft prior to Agreement execution, or, if not available without submitting the Effective Date of this Agreement, then promptly following Agreement execution. We are not liable for any of your taxes that you are legally obligated to pay that are incurred as a result of or arise in connection with or are related to the sale of goods or services under this Agreement (including net income or gross receipts taxes, franchise taxes, and/or property taxes), and all such taxes will be your financial responsibility. You will defend, indemnify, and hold us harmless from any of the foregoing taxes (including sales or use taxes paid by you to us) or claims, causes of action, costs (including reasonable attorneys’ fees), and any other liabilities of any nature whatsoever related to such taxes.
    - (ii) If any non-U.S. tax authorities determine that taxes must be withheld on your payments to us, you may deduct such taxes from the amount you owe us and pay them to the appropriate taxing authority, but only if you promptly secure and give us an official receipt for such taxes or other documents necessary to enable us to claim a U.S. Foreign Tax Credit. You will ensure that any taxes withheld are minimized to the extent possible under applicable law.
    - (iii) This Section 4(B) governs the treatment of all taxes arising as a result of or in connection with this Agreement, notwithstanding any other provision.
5. **YOUR WARRANTIES.** You represent and warrant that: (a) you have the right to enter into and perform this Agreement; (b) there is no pending or threatened dispute or controversy relating to Your Products that has not been disclosed to us in writing prior to the Effective Date; (c) Your Products comply with all applicable laws; and (d) Your Products do not violate any third party intellectual property or other legal rights.
6. **DISCLAIMER OF WARRANTY.** We give no express warranties, guarantees or conditions regarding the Program or any materials or Microsoft trademarks or logos licensed to you pursuant to this Agreement and disclaim all warranties that might otherwise be implied by law. In addition, we make no representations, assurances, or warranties regarding the number of customers that you may gain or any other benefits that you may enjoy as a result of the Program Benefits.
7. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from us only direct damages up to the amount you paid under this Agreement. You cannot recover any other damages, including lost profits or consequential, special, indirect, or incidental damages. This limitation applies to: (a) anything related to any software, services, content (including code) on third party Internet sites, or third-party programs; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also

applies even if we knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.

8. **INDEMNITY**

- A. **Claims and Losses.** You will: (i) defend us, our affiliates and successors, and the officers, directors, employees, and agents of each ("Microsoft Indemnitees") against any and all claims, threats, actions, suits, demands, or other proceedings brought by others ("Claim"), arising out of or relating to: (a) the marketing, distribution, or use of Your Products, or (b) any facts that, if true, would be a breach of your warranties or obligations in this Agreement; and, (ii) indemnify and hold Microsoft Indemnitees harmless from all damages, losses, liabilities, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind attributable to Claims, including reasonable attorneys' and experts' fees ("Losses"); provided: (a) we notify you promptly of any Claim; (b) we permit you, through counsel reasonably acceptable to us, to answer and assume the defense of any Claim; and (c) we cooperate with you, at your request and expense, in all reasonable respects in such defense.
- B. **Procedures.** We may also employ separate counsel and participate in the defense at our own expense. You may not settle any Claim on behalf of a Microsoft Indemnitee, or publicize any settlement of a Claim, without first obtaining our written permission, which we will not unreasonably withhold.

9. **CONFIDENTIALITY AND PR ACTIVITIES.** Your Microsoft Corporation Non-Disclosure Agreement ("**NDA**") with us will apply to any Confidential Information (as defined therein) provided under or relating to the subject matter of this Agreement, which includes the terms of this Agreement.

- A. **Media Communications.** Any press release or communication to the press or public regarding this Agreement and the parties' relationship will be made only after prior consultation with and written approval of each party. You may, however, publicly describe your participation in the AI Partner Program in a way that is accurate, is not misleading in any way, and does not claim or imply Microsoft endorsement of you or Your Products.
- B. **PR Activities.** In connection with the Program, we and you might agree to cooperate in certain PR activities such as case studies, white papers, product quotes and participation in live or recorded demos or endorsements ("**PR Activities**"), which shall be determined by written, mutual agreement. Each party shall bear its own expenses related to the development of and participation in such PR Activities. With respect to such PR Activities:
  - (i) The PR Activities are not and will not include the Confidential Information of either party, or any third party. Each party agrees to review the final PR Activities prior to public release or presentation to ensure that the PR Activities do not include (a) its own Confidential Information, or (b) the Confidential Information of any third party not a signatory to this Agreement.
  - (ii) Each party represents and warrants that its contributions to the PR Activities, including all information, images, artwork, graphics, trademarks, logos, sound files, video or other similar materials ("**Content**") shall not infringe or violate the intellectual property, privacy or personal rights of any third party, facilitate or promote any illegal, offensive or discriminatory activity, intentionally disparage the products, services or business of any third party, or violate any applicable law or regulation, and each party shall be responsible for the same. Each party also agrees to obtain sufficient permissions from those persons whose quotes, names, or pictures appear in the PR Activities, to grant the rights described herein.
  - (iii) Any use of a party's trademarks shall be subject to such party's trademark use policies. To the extent required to present, publicize, broadcast or distribute the PR Activities, each party grants the other a non-exclusive, worldwide, irrevocable, fully-sublicensable, royalty-free license to copy, distribute, publicly display, publicly perform, and create derivative works from the PR Activities, and any Content used in the PR Activities, subject to the reasonable written objection of the other party for inaccuracy.

10. **FEEDBACK.** If you give us feedback about the AI Offerings or any other Microsoft product or service, you give us without charge, the right to use, share, and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies, and services to use or interface with any specific parts of any Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires us to license our software or documentation to third parties because we include your feedback in them. We may also use any technical information we gather or derive as part of support or other services provided to you in connection with this Agreement, in order to improve Microsoft products or services, or to provide customized services or technologies to you. We may disclose this information to others, but not in a form that personally identifies you.

11. **TERM AND TERMINATION.**

- A. **Term.** If execution of this Agreement is an initial execution and not a renewal, this Agreement will become effective on the first (1st) day of the month in which we both have signed it ("**Effective Date**") and will end on the first-year anniversary thereof, unless terminated earlier ("**Term**"). If execution of this Agreement is a renewal, i.e., it follows an initial execution or renewal, this Agreement, as a renewal, will become effective on the first (1st) day following expiration of the prior Term and will end on the first-year anniversary thereof, unless terminated earlier.
- B. **Termination of Agreement.** During the Term, either party may immediately terminate this Agreement: (i) upon the other party's breach of Section 9 or its infringement of the first party's proprietary rights; (ii) for any other breach of this Agreement by the other party that is not cured within 30 days after delivery of written notice of such breach; or (iii) if the other party is found bankrupt, admits its inability to pay or ceases to pay debts as they become due, or otherwise reasonably can be considered insolvent.
- C. **Effect of Termination.** Neither party will be responsible for any costs or damages resulting from the termination of this Agreement in accordance with its terms.
- D. **Survival.** All definitions, Sections 6 through 12 survive expiration or termination of this Agreement.

12. **GENERAL.**

- A. **Notices.** All notices, authorizations, and requests in connection with this Agreement will be in writing. Notices will be deemed given on the day of receipt by messenger, delivery service, email, fax, or U.S. mail (postage prepaid, certified or registered, return receipt requested) and addressed as follows (or to such other address as may be designated by written notice under this Section):

<b>Microsoft Corporation</b>
One Microsoft Way
Redmond, WA 98052
ATTN: AI Inner Circle Partner Program Manager
CC: AI Inner Circle Partner Program Attorney
FAX:
EMAIL: aipartner@microsoft.com

<b>Primary Contact:</b>
Company Name:

First and Last Name	
Email Address:	
Phone Number:	
Address:	
City, State, Postal Code:	
Country:	

<b>Primary Technical Contact:</b>	
Company Name:	
First and Last Name:	
Email Address:	
Phone Number:	
Address:	
City, State, Postal Code:	
Country:	

- B. **Contact Information.** Primary contacts will be considered the most recent individuals provided in the [Program Portal](#). Those listed contacts will be the individuals we will contact in relation to issues or updates to the Program or any activities therein.
- C. **Our Relationship.** Even if we call you a “partner,” you are an independent contractor for purposes of this Agreement. This Agreement will not be construed as creating a partnership, joint venture, agency, or franchise relationship or any fiduciary duty. You do not have the power to: (i) make any promise or warranty on behalf of us or our affiliates; (ii) vary any terms, conditions, warranties, or covenants by us or our affiliates; or (iii) grant any person any rights that we have not previously authorized in writing.
- D. **Waivers.** No waiver of any breach of any term of this Agreement will constitute a waiver of any other breach of the same or other terms. No waiver will be effective unless made in a writing signed by an authorized representative of the waiving party.
- E. **Severability.** If a court finds any term of this Agreement to be unenforceable, unlawful, or invalid, that term will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- F. **Assignment.** You may not assign this Agreement, or any rights or obligations in this Agreement, without our prior written consent, which will not be unreasonably withheld. For purposes of this Agreement, an “assignment” by you includes each of: (i) a change in your beneficial ownership of greater than 30% (whether in a single transaction or series of transactions) if you are a partnership, trust, limited liability company, or other like entity; (ii) your merger with another party, whether or not you are the surviving entity; (iii) the acquisition of more than 30% of any class of your voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); and (iv) the sale or other transfer of more than 50% of your assets (whether in one or multiple transactions).
- G. **Governmental Approvals.** You will, at your own expense, obtain and maintain in full force and effect all governmental approvals or filings, if any, and comply with all applicable laws and regulations, in connection with your performance under this Agreement.
- H. **Applicable Law.** If you are based outside of the European Union, this Agreement will be governed by the laws of the State of Washington and the United States. Otherwise, this Agreement will be governed by the laws of Ireland. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- I. **Dispute Resolution.** If we bring an action to enforce this Agreement, we will bring it in the jurisdiction where you are based. If you bring an action to enforce this Agreement against us or any of our affiliates located outside of the European Union, you will bring it in the State of Washington, USA. Otherwise, you will bring such action in Ireland. Either party may, however, seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- J. **Modifications.** We may, at our discretion, change the Program, including Program Benefits, as explained in Section 3(A), and the terms of this Agreement. If we do so, we will provide you with reasonable notice of such changes, and if such changes are material and you do not agree to continue to be bound by this Agreement, you may provide us notice and we will terminate your participation in the Program. Except as otherwise provided herein, this Agreement will not be modified except by a subsequent written agreement signed by your and our authorized representatives.
- K. **Entire Agreement.** This Agreement, including any Exhibits, together with the NDA (if any), is the entire agreement between you and us with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether written or oral, regarding the same subject matter.

The individual(s) signing electronically on the Company's behalf have the full right and authority to execute this Agreement and bind the Company to its terms.

<b>Company:</b>	
<b>Signatory First and Last Name:</b>	
<b>Business Role/Title:</b>	
<b>Email Address:</b>	
<b>Phone:</b>	
<b>Address:</b>	
<b>City, State, Postal Code:</b>	
<b>Country:</b>	
<b>Date:</b>	