AERONE INC.
AFFILIATE PROGRAM TERMS

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Version 1.2

These Affiliate Program Terms (these **Terms**) govern participation in the Aerone affiliate program (the **Program**). They are entered into between Aerone Inc., a Delaware corporation with its principal place of business at 1042 E Fort Union, Suite 229, Midvale, Utah 84047 (**Aerone**, **we**, or **us**), and the person or entity that enrolls in the Program (**Affiliate** or **you**).

You accept these Terms by signing them electronically when you enroll in the Program. These Terms, together with the Commission Schedule, are the entire agreement between you and Aerone regarding the Program.

Aerone offers its platform under the BenchAGI brand. Nothing in these Terms gives you any right in or to the Platform itself, which is licensed to customers under separate terms.

1. DEFINITIONS

Aerone Materials means marketing materials, creative, and messaging that Aerone supplies to you for use in the Program.

Commission means the amount payable to you on a Qualified Sale, calculated under Section 5 and the Commission Schedule.

Commission Schedule means Aerone's published schedule of Commission rates and categories, as in effect from time to time and incorporated into these Terms.

Customer means a business that purchases a subscription to the Platform from Aerone.

Collected Eligible Fees means Eligible Fees actually received by Aerone from a Referred Customer, less any refunds, credits, chargebacks, and reversals applied to those fees, and excluding taxes. A refund, credit, chargeback, or reversal is applied once, either in calculating Collected Eligible Fees or under Section 6.1, and not twice.

Eligible Fees means recurring workspace subscription fees and recurring agent subscription fees paid by a Referred Customer. Eligible Fees do not include measurement credits, token bundles or token plans, professional services or implementation fees, deployment fees, hardware, taxes, or any other amount.

Marks means the Aerone, Bench, and BenchAGI names, logos, and other trademarks, service marks, and trade dress that Aerone makes available to you for use in the Program.

Platform means Aerone's proprietary software-as-a-service application and related services, offered under the BenchAGI brand.

Qualified Sale means a purchase by a Referred Customer that is credited to you under Section 4.

Referral Code means the unique code or link Aerone issues to you once your enrollment is complete, used to identify referrals attributable to you.

Referral Window means the six (6) month period beginning on the date a prospect is Tagged to you, whether by a visit that Aerone’s records attribute to your Referral Code or by a referral you validly log under Section 4.3. A later Tag does not extend a Referral Window that is already open. If a Referral Window closes without a purchase, a new Tag opens a new Referral Window.

Referred Customer means a Customer whose purchase is a Qualified Sale credited to you.

Tagged means identified with your Referral Code, or logged by you under Section 4.3, in each case before the Customer's purchase. A **Tag** is the act or event by which a prospect becomes Tagged to you.

2. ENROLLMENT AND ELIGIBILITY

2.1 Acceptance

You accept these Terms by signing electronically through Aerone's signing platform as part of enrollment. Aerone records your acceptance, including your name, the capacity in which you sign, the date and time, and the version of these Terms and the Commission Schedule then in effect. That record is admissible evidence of your acceptance.

2.2 Eligibility

You represent and warrant, on enrollment and each time you promote Aerone, that: (a) you are at least eighteen (18) years old and, if you enroll on behalf of an entity, you have authority to bind that entity; (b) you are organized in and operating from the United States, and you will receive payment to a United States account; (c) you are legally permitted to receive referral compensation of the kind described in these Terms given your occupation, role, and any licenses you hold, and you will notify Aerone promptly if that ceases to be true; (d) you are not identified on any United States government list of prohibited, denied, or restricted parties, and you are not located in any country or territory subject to comprehensive United States sanctions; and (e) your participation will comply with all applicable laws.

Aerone does not review or monitor your licensing status, and does not advise you on whether your participation is permitted. That responsibility is yours.

2.3 Approval and Refusal

Aerone may accept or decline any application in its discretion. Any suspension or termination after enrollment is governed by Section 10, and this Section does not create a separate right to suspend or terminate. Aerone may decline or terminate an Affiliate where, in Aerone's sole discretion, participation is or may be restricted by law or by that person's professional obligations.

2.4 Payment Account and Tax Information

(a) Aerone pays Commissions by bank transfer to a United States bank account held in your name or your business's name. Aerone makes payments through the payment service it designates, currently QuickBooks by Intuit. After you enroll, that service emails you a secure invitation to enter your bank account details and complete IRS Form W-9. You enter those details in that service, not on Aerone's website or by email. Aerone issues your Referral Code once your enrollment is complete. Commissions you earn before your bank details and Form W-9 are complete are held and paid in the next payment cycle after they are complete.

(b) Aerone pays the cost of the standard bank transfer. Any fee your own bank charges you to receive a payment is yours. Your use of the invitation described in Section 2.4(a) may be subject to the payment service's own terms, and Aerone is not responsible for that service's availability.

(c) If your bank details are incomplete, or a payment is returned or cannot be completed, Aerone will hold Commissions otherwise payable to you for twelve (12) months, and will notify you at the email address on your account both when a payment fails and before that period ends. If you have not provided valid bank details by then, Aerone will handle the balance as applicable law requires.

2.5 No Cost to Participate

There is no fee to join or participate in the Program. Aerone does not require you to purchase any subscription, kit, certification, training, or other product or service as a condition of participation.

3. THE REFERRAL RELATIONSHIP

3.1 Independent Parties

You and Aerone are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, franchise, or employment relationship. Neither party has authority to bind the other. You are responsible for your own expenses, personnel, and taxes.

3.2 No Authority

You may not, and may not appear to: (a) quote a price, offer a discount, or make any pricing commitment; (b) accept an order, sign any document, or make any representation, warranty, or commitment on Aerone's behalf; (c) negotiate or modify any Aerone agreement; or (d) collect any payment from a Customer or prospect for the Platform. You may direct prospects to Aerone's published pricing.

3.3 Aerone Owns the Customer Relationship

Aerone contracts with each Customer directly and is solely responsible for pricing, invoicing, support, terms of service, and privacy disclosures. You have no contractual relationship with any Customer arising from these Terms and will not hold yourself out as having one. Aerone decides in its discretion whether to accept any prospect and on what terms, and nothing in these Terms obligates Aerone to make any sale.

3.4 Non-Exclusive

The Program is non-exclusive in both directions. Aerone may engage any number of Affiliates, and you may promote, resell, or use competing products and services. Section 7.6 applies to your solicitation of Aerone's customers.

4. REFERRALS AND ATTRIBUTION

4.1 Referral Code

Aerone issues you a Referral Code once your enrollment is complete, as provided in Section 2.4. You may place the Referral Code on your website and in your promotional materials in the manner Aerone specifies. You may not alter, obscure, or share the Referral Code, or use it in any way not permitted by these Terms.

4.2 Tagging Before the Sale

A referral is credited to you only if it is Tagged before the Customer purchases. Aerone does not credit referrals identified after a purchase, and does not accept retroactive attribution requests.

4.3 Logging a Referral

In addition to the Referral Code, Aerone provides a means for you to log a referral by submitting the prospect's business name and contact information. A logged referral is valid only if submitted before the prospect purchases and, where the information identifies an individual, only if you have collected it lawfully as provided in Section 9.1.

4.4 Referral Window

A referral is credited only if the Customer purchases within the Referral Window. If a prospect purchases after the Referral Window closes and no new valid Tag applies, no Commission is payable.

4.5 Categories

Each Qualified Sale falls into one of the following categories, which set the applicable rate under the Commission Schedule. The categories do not overlap:

(a) Self-Serve. The prospect was not in Aerone's pipeline before your Tag, the Customer reached Aerone through your Referral Code and registered, and the purchase was completed without involvement by Aerone's sales personnel. A logged referral under Section 4.3, without a tracked visit through your Referral Code, does not qualify as Self-Serve.

(b) Attributed. The prospect was not in Aerone's pipeline before your Tag, and Aerone's sales personnel assisted the purchase.

(c) Contributed. The prospect was already in Aerone's pipeline before your Tag, and you demonstrate to Aerone that your involvement drove the close.

A prospect is in Aerone's pipeline if Aerone's records identify the prospect as a lead or opportunity before your Tag.

4.6 One Payee

Aerone pays a Commission to only one Affiliate on any Qualified Sale. Categories and rates are alternatives and are never combined, and no sale generates a Commission to more than one Affiliate.

4.7 Conflicting Claims and Records

Aerone's records, including its referral tracking system, are the system of record for attribution. If two or more Affiliates claim the same prospect, or if the applicable category is unclear, Aerone determines in good faith who is credited and in which category, and that determination is final. You may raise a question about a determination or a statement within sixty (60) days after the statement covering it, and Aerone will review it in good faith.

4.8 Excluded Referrals

No Commission is payable on: (a) your own subscription, or a subscription purchased by you or by an entity you control; (b) a person or entity that was already a Customer at the time of the Tag; (c) a purchase arising from conduct that violates these Terms; (d) a purchase Aerone cancels in full before any Eligible Fee is collected; or (e) a purchase by a prospect that was already in Aerone's pipeline before your Tag where you do not demonstrate that your involvement drove the close. A partial refund, credit, chargeback, reversal, or failure to collect a particular Eligible Fee reduces Collected Eligible Fees for that amount only and does not exclude the referral.

5. COMMISSIONS

5.1 Rates and Base

Aerone pays Commissions at the rates and in the categories set out in the Commission Schedule, calculated on Collected Eligible Fees. Commissions are not payable on any amount that is not an Eligible Fee.

5.2 Earned on Collection

A Commission is earned only when Aerone actually receives the corresponding Eligible Fee. No Commission is payable on an invoice Aerone has issued but not collected, and no Commission is payable on any amount later refunded, credited, charged back, or reversed.

5.3 Duration

For each Referred Customer, Commissions run at the initial rate for the first twelve (12) months of that Customer's Eligible Fees, and then at the ongoing rate for as long as that Customer continues to pay Eligible Fees and you remain an active Affiliate. You are an active Affiliate at any time when (a) your participation has not been terminated, and (b) at least one Qualified Sale credited to you has occurred within the preceding twelve (12) months or, before your first Qualified Sale, within twelve (12) months after you enroll. If you are not an active Affiliate because of clause (b), the ongoing rate is paused: no ongoing-rate Commission accrues on Eligible Fees collected while you are not active, and none is paid later for that period. Your next Qualified Sale makes you active again, and the ongoing rate resumes on Eligible Fees collected after that Qualified Sale. A pause does not affect the initial rate, does not reduce a Commission already earned, and is not a termination. A suspension of your Referral Code does not by itself make you inactive. Commissions continue to accrue during a suspension and are paid on the next payment cycle after the suspension is lifted, and Aerone will lift a suspension promptly once the cause for it is cured. Sections 10.4 and 10.5 govern Commissions after termination.

The initial rate applies to the first twelve months of that Customer's Eligible Fees, whatever those fees grow to. If a Referred Customer expands after the first twelve months, the ongoing rate applies to the expanded fees.

5.4 Changes to the Commission Schedule

Aerone may change the Commission Schedule on notice as provided in Section 11. A change applies only to Qualified Sales occurring on or after its effective date. A change does not reduce a Commission already earned, and does not alter the rate, the duration, or the conditions of Commission entitlement applicable to a Referred Customer whose Qualified Sale occurred before the effective date.

5.5 Sole Compensation

Commissions are the only compensation payable to you in connection with the Program. Aerone does not reimburse your marketing, travel, or other expenses.

6. PAYMENT

6.1 Timing

Aerone pays Commissions monthly, at the beginning of the calendar month following the month in which the corresponding Eligible Fees were collected, net of any refunds, credits, chargebacks, reversals, and set-offs under Section 6.4 applied in that month.

6.2 Method

Aerone pays by bank transfer to the account you provide under Section 2.4. You are responsible for keeping your bank details and tax information current. Aerone is not responsible for a payment that fails or is delayed because your bank account is closed or cannot receive payment, or because your information is incomplete, inaccurate, or out of date.

6.3 Minimum Balance

Aerone pays the full amount due each month with no minimum balance.

6.4 Reversals and Set-Off

If Aerone has paid you a Commission and the corresponding payment is later refunded, credited, charged back, or otherwise reversed, the Commission is reversed. Aerone may recover a reversed or overpaid Commission by (a) deducting it from Commissions otherwise payable to you, in that month or in later months, and (b) if no sufficient balance exists, invoicing you, in which case you will pay within thirty (30) days of the invoice date. Aerone will not reverse a Commission more than twelve (12) months after it was paid, except where the reversal arises from your fraud or from artificial or fraudulent referral activity.

6.5 Statements

Each payment is accompanied by a statement showing the Referred Customers included, the Collected Eligible Fees for the period, the category and rate applied, any deductions or reversals, and the resulting amount.

6.6 Taxes

You are responsible for all taxes on amounts Aerone pays you. You provide your tax information on IRS Form W-9 through the invitation described in Section 2.4. If you do not provide a correct taxpayer identification number, Aerone may be required to withhold tax from payments to you. Aerone reports payments as required by applicable law and may withhold where required. Aerone may withhold payment until your tax information is complete and accurate.

7. MARKETING AND CONDUCT

7.1 What You May Say About Aerone

Everything you say about Aerone or the Platform must be accurate and must not be misleading. This Section governs what you may say. Except as this Section expressly provides, Aerone's website and other public materials are not a permission to say anything this Section prohibits, and the fact that a statement appears on Aerone's website does not make it permitted.

Subject to that, you may describe the Platform and its features in your own words or by repeating feature descriptions from Aerone's website, and you may use Aerone Materials as supplied, without alteration. A feature description Aerone publishes on its own website, repeated accurately and in context, is treated as approved in writing for purposes of subsection (a) below.

You will not: (a) make any statement about results, savings, revenue, close rates, accuracy, or earnings, whether yours, Aerone's, or a customer's, unless Aerone has approved that statement in writing in advance; (b) guarantee any outcome, or use absolute language such as "never," "always," or "guaranteed," to describe what the Platform will do; (c) make any factual comparison between Aerone or the Platform and a named competitor or competing product; or (d) present output generated by the Platform as a predicted or assured result.

Subsection (a) does not prevent you from describing your own genuine experience with the Platform, or from stating what you have actually earned in the Program. If you do, you must state that it is your own experience and place with it a plain statement that results vary and are not guaranteed.

Aerone does not require you to submit individual posts, emails, or advertisements for approval. Aerone may publish marketing guidelines and supply creative from time to time. Those guidelines are guidance and are not part of these Terms.

To have a statement approved under subsection (a), send it to Aerone at the email address Aerone publishes for the Program. Aerone will use reasonable efforts to respond within ten (10) business days. A statement is approved only if Aerone approves it in writing, and no response is not approval.

7.2 Disclosure

Every promotion in which you refer to Aerone, the Platform, or the Bench or BenchAGI brand must clearly and conspicuously disclose that you are paid a commission. The disclosure must be in plain language, placed with the promotion where the audience will see it, and not behind a link or buried in other text. Wording such as "I earn a commission if you subscribe to Bench through my link" satisfies this Section.

7.3 No Misrepresentation

You may not state or imply that you are an employee, agent, or official representative of Aerone, that Aerone pays you for services other than referrals, or that Aerone endorses your own products or services.

7.4 Channels

You may promote Aerone by email, social media, webinars and events, paid advertising, and telephone, subject to Section 7.5 and applicable law. Aerone does not restrict the channels you use; it restricts how you use them.

7.5 Conduct Rules

You will not: (a) bid on, purchase, or use the Marks, or any term confusingly similar to them including common misspellings, as keywords in paid search, and you will add the Marks to the negative keyword list of each paid search campaign you run that promotes Aerone or the Platform; (b) create any advertisement, page, or communication designed to appear to originate from Aerone, or that imitates Aerone's site, checkout, or support channels; (c) use purchased, rented, harvested, or scraped contact lists; (d) place autodialed or prerecorded calls, or send autodialed, automated, or bulk text messages, to any person in connection with the Program, and you will comply with the Telephone Consumer Protection Act, applicable telemarketing and do-not-call rules, and any consent requirements, retaining records of consent and producing them to Aerone on reasonable request; (e) send commercial email that does not comply with the CAN-SPAM Act, and you are the sender of every email you send, responsible for accurate headers and a working opt-out; (f) engage in cookie stuffing, forced clicks, self-referral, or any other artificial or deceptive traffic practice; (g) operate a sub-affiliate network, or sublicense or resell your rights under these Terms, or assign them except as Section 12.5 permits; or (h) promote Aerone through a browser extension, toolbar, or coupon or deal site without Aerone's prior written approval.

You are responsible for vetting your own traffic sources and for the conduct of anyone you engage. Conduct that violates this Section is your responsibility, and Section 9.3 applies.

7.6 Non-Solicitation

While you participate in the Program and for twelve (12) months afterward, you will not solicit for employment or engagement any Aerone employee or contractor, and you will not target for solicitation any Aerone Customer you know to be an Aerone Customer and did not refer. General marketing that is not directed at identified Aerone customers is not a breach of this Section, and Section 3.4 continues to permit you to promote competing products.

7.7 Correction and Takedown

On Aerone's notice, you will correct or remove any promotion that does not comply with these Terms, within five (5) business days or sooner if Aerone reasonably requires. Aerone may suspend Commissions and your Referral Code while a non-compliant promotion remains live.

8. USE OF THE MARKS

8.1 License

Aerone grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use the Marks solely to promote Aerone under the Program, during the term and in accordance with any brand guidelines Aerone publishes.

8.2 Restrictions

You will not: (a) register or attempt to register any domain name, social media handle, application name, or business name that contains the Marks or any confusingly similar term; (b) modify the Marks, or combine them with your own marks in a way that suggests a joint offering; (c) use the Marks in any way that suggests an endorsement, certification, or relationship beyond participation in the Program; or (d) use any Aerone name, logo, screenshot, or material other than as Aerone provides or approves.

8.3 Ownership

Aerone owns the Marks and all goodwill arising from your use of them. You acquire no right in the Marks other than the license in Section 8.1, and Aerone may revoke that license at any time on notice. All rights not expressly granted are reserved.

8.4 Feedback

If you provide any suggestion, enhancement request, bug report, feature idea, or other feedback about the Platform, the Program, or Aerone's tools, services, or processes, Aerone may use, develop, and commercialize it without restriction, without attribution, and without any obligation or payment to you.

9. REPRESENTATIONS, CONFIDENTIALITY, INDEMNITY, AND LIABILITY

9.1 Your Representations

In addition to Section 2.2, you represent and warrant that: (a) any contact information you provide to Aerone was collected lawfully, you gave any notice and obtained any consent required for you to collect it and to pass it to Aerone for this purpose, and it was not purchased, rented, harvested, or scraped; (b) your promotional materials are accurate, are not misleading, and comply with these Terms and applicable law; and (c) your participation does not breach any agreement or obligation you owe to a third party.

9.2 Confidentiality

You will keep confidential all non-public information Aerone provides to you or that you learn through the Program, including pricing, customer and prospect information, product roadmaps, and the contents of any statement Aerone provides. You will use it only to perform under these Terms. This obligation does not apply to information that is or becomes public without your breach, that you already lawfully held without a duty of confidence, that you independently develop, or that you lawfully receive from a third party without restriction. You may disclose your own Commission statements to your accountant, attorney, lender, or other professional adviser, and to a prospective purchaser of your business under a duty of confidence, and nothing in this Section prevents you from stating what you have earned in the Program, subject to Section 7.1. If you are compelled by law to disclose, you will give Aerone prompt notice where permitted. This Section survives for three (3) years after termination, and indefinitely as to anything that qualifies as a trade secret.

9.3 Your Indemnity

You will defend, indemnify, and hold harmless Aerone and its officers, directors, employees, and agents from and against any third-party claim, and any resulting damages, losses, costs, and reasonable attorneys' fees, arising out of: (a) your promotional activities, including any statement you make about Aerone, the Platform, or the Bench or BenchAGI brand; (b) your use of any channel, including telephone, text, and email outreach, and any claim under the Telephone Consumer Protection Act, the CAN-SPAM Act, or comparable law; (c) your collection, use, or transfer of any personal information; (d) your breach of these Terms or of any representation in them; or (e) any claim that your participation was not permitted given your occupation, role, or licenses.

9.4 Aerone's Indemnity

Aerone will defend, indemnify, and hold harmless you from and against any third-party claim that the Marks, as provided by Aerone and used by you in accordance with these Terms, infringe a United States trademark. This does not apply to any use of the Marks that violates Section 7 or Section 8.

9.5 Indemnification Procedure

The party seeking indemnity will (a) promptly notify the other in writing, a delay reducing the indemnifying party's obligation only to the extent it is prejudiced; (b) give the indemnifying party control of the defense and settlement, provided that no settlement imposing liability, a non-monetary obligation, or an admission on the indemnified party may be entered without its consent, not to be unreasonably withheld; and (c) provide reasonable cooperation at the indemnifying party's expense.

9.6 Disclaimers

AERONE MAKES NO REPRESENTATION OR WARRANTY THAT YOU WILL EARN ANY PARTICULAR AMOUNT, OR ANY AMOUNT AT ALL, THROUGH THE PROGRAM. AERONE DOES NOT GUARANTEE THAT ANY REFERRAL WILL RESULT IN A SALE. AERONE MAY CHANGE ITS PRICING, ITS PRODUCTS, AND THE PROGRAM AT ANY TIME. THE PROGRAM, THE REFERRAL CODE, AND ANY TRACKING OR REPORTING TOOLS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AERONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.7 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AERONE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS WILL NOT EXCEED THE TOTAL COMMISSIONS PAID BY AERONE TO YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY. THE CAP AND THE EXCLUSION DO NOT APPLY TO YOUR OBLIGATIONS UNDER SECTION 9.3, TO AERONE'S OBLIGATIONS UNDER SECTION 9.4, TO EITHER PARTY'S BREACH OF SECTION 9.2, TO YOUR MISUSE OF THE MARKS, OR TO FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

10. TERM AND TERMINATION

10.1 Term

These Terms begin when you enroll and continue until terminated.

10.2 Termination for Convenience

Either party may terminate on thirty (30) days' written notice, without cause.

10.3 Termination or Suspension for Cause

Aerone may suspend or terminate your participation immediately on notice if: (a) your conduct is unlawful, fraudulent, or deceptive; (b) you engage in artificial or fraudulent referral activity; (c) you misuse the Marks; or (d) in Aerone's sole discretion, your participation is or may be restricted by law or by your professional obligations.

For any other breach of these Terms, Aerone will give you written notice describing the breach. Aerone may suspend your Referral Code immediately on that notice, and may terminate your participation if you do not cure the breach within thirty (30) days. A breach capable of being cured by correcting or removing a promotion is cured by doing so within the period in Section 7.7.

You may terminate immediately if Aerone materially breaches these Terms and does not cure within thirty (30) days of written notice.

10.4 Effect of Termination for Convenience and Certain Other Terminations

This Section applies to a termination for convenience by either party under Section 10.2, to a termination by Aerone under Section 10.3(d), to a termination by you because Aerone has materially breached and failed to cure under Section 10.3, and to a discontinuation of the Program under Section 10.6.

On such a termination: (a) your Referral Code is deactivated and no new referrals are credited; (b) no Commission is payable on any purchase occurring after the effective date by a prospect who was not already a Referred Customer; and (c) Commissions continue on Collected Eligible Fees from Referred Customers whose Qualified Sale occurred before the effective date, for twelve (12) months after the effective date, and then stop.

During that twelve-month period the rate is the rate that applied to that Referred Customer immediately before the effective date, except that for a Referred Customer still within the first twelve months of its Eligible Fees, the initial rate applies until that period ends and the ongoing rate applies afterward. The requirement in Section 5.3 that you be an active Affiliate does not apply to this Section 10.4. No change to these Terms or to the Commission Schedule made after the effective date alters the Commissions payable under this Section.

10.5 Effect of Termination for Cause

This Section applies to a termination by Aerone under Section 10.3(a), (b), or (c), or by Aerone for an uncured breach. On termination for cause: (a) your Referral Code is deactivated and no new referrals are credited; (b) no further Commissions accrue on existing Referred Customers, and Section 10.4(c) does not apply; and (c) Aerone pays Commissions already earned as of the termination date, on the normal payment cycle.

If the termination is under Section 10.3(a), (b), or (c), Aerone may also withhold unpaid Commissions on the specific Qualified Sales affected by the conduct giving rise to the termination, and will release any withheld amount not so affected within sixty (60) days after the termination date.

10.6 Discontinuation of the Program

Aerone may discontinue the Program on thirty (30) days' notice. Discontinuation is treated as a termination for convenience of each Affiliate, and Section 10.4 applies.

10.7 Survival

Sections 1, 2.4, 4.7, 5.1 through 5.4, 6.1 through 6.6, 7.6, 8.3, 9, 10.4 through 10.7, and 12 survive termination, together with any other provision that by its nature should survive. Section 9.2 survives for the period stated in it.

11. CHANGES TO THESE TERMS

Aerone may change these Terms and the Commission Schedule. Aerone will post the updated version and give you notice by email to the address on your account. A change takes effect thirty (30) days after notice, and your continued participation after that date is your acceptance of it. If you give notice of termination under Section 10.2 before a change takes effect, the change does not apply to you, and your continued participation during the notice period is not acceptance of it. No change reduces a Commission already earned, and no change alters the rate, the duration, or the conditions of Commission entitlement applicable to a Referred Customer whose Qualified Sale occurred before the change took effect.

12. GENERAL

12.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-law principles.

12.2 Dispute Resolution

The parties will attempt to resolve any dispute through good-faith negotiation for thirty (30) days. If the dispute is not resolved, it will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Salt Lake City, Utah. Judgment on the award may be entered in any court of competent jurisdiction, and the proceedings and award are confidential. Either party may bring an individual claim in small claims court if it qualifies, and either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

12.3 Waiver of Jury Trial and Class Actions

Each party waives any right to a jury trial. Claims must be brought in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

12.4 Notices

Aerone may give notice to you by email to the address on your account, and that notice is effective on the earlier of your receipt of it and two (2) business days after Aerone sends it. You are responsible for keeping that address current. You will give notice to Aerone at the address above and at the email address Aerone publishes for the Program, and your notices of breach, termination, or dispute must also be sent by nationally recognized overnight courier or certified mail. Aerone's notices to you are effective by email as provided above.

12.5 Assignment

You may not assign these Terms, in whole or in part, without Aerone's prior written consent, except that you may assign them, on written notice to Aerone, to a successor to all or substantially all of your business, provided the successor is eligible under Section 2.2 and assumes these Terms in writing. Aerone may assign these Terms to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

12.6 Force Majeure

Neither party is liable for any failure or delay in performance, other than a payment obligation, to the extent caused by circumstances beyond its reasonable control.

12.7 Entire Agreement

These Terms, together with the Commission Schedule, are the entire agreement between the parties regarding the Program. If the two conflict, these Terms control except as to Commission rates and categories, where the Commission Schedule controls. They supersede all prior and contemporaneous agreements, communications, proposals, and understandings, whether written or oral, including any rate, tier, or duration discussed before enrollment.

12.8 Severability, Waiver, and Headings

If any provision is held invalid or unenforceable, the remaining provisions remain in effect and the invalid provision is reformed to the minimum extent necessary to make it enforceable. A failure or delay in enforcing a right is not a waiver of it. Headings are for convenience only.

12.9 Electronic Records

You consent to transact electronically. Your electronic acceptance of these Terms, and Aerone's electronic records of that acceptance and of your Program activity, have the same effect as a signed writing.

By signing below, each party agrees to these Terms.

SIGNATURES

Aerone Inc.	**Affiliate**
Company name: _____	Company name: _____
Person’s name: _____	Person’s name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____