

LOAN FOR USE AGREEMENT
(hereinafter: “**Agreement**”)

entered into in Kraków by and between:

Airly sp. z o.o., with its registered office in Kraków, ul. Mogilska 43, 31-545 Kraków entered in the Register of Entrepreneurs run by Sąd Rejonowy dla Krakowa – Śródmieścia in Kraków, XI Wydział Gospodarczy Krajowego Rejestru Sądowego, under the KRS number: 0000639797, NIP: 6762514290 REGON: 365524039, hereinafter referred to as “**Airly**”,

and

the entity (Romanian public or private primary school, secondary school, high school, college established on the territory of the Romania), selected under the #LetSchoolBreathe promotion campaign, which particulars were indicated in the special online form provided by Airly for the purpose of entering into Agreement.

Airly and the Borrower hereinafter collectively referred to as “**Parties**” or separately as the “**Party**”.

§ 1 Subject of the Agreement

Airly undertakes to allow the Borrower to gratuitously use 1 (one) PM+GAS (NO₂ and O₃) Sensor (“**Sensor**”), which is owned by Airly.

§ 2 General provisions

1. The Parties represent that each of them is authorized to enter into the Agreement and that the persons entering into the Agreement on behalf of the Party are duly authorized to do so.
2. Airly declares that Airly is the sole owner of the Sensor.
3. To matters not covered by this Agreement, the provisions of Airly Data Read Service Terms of Service available at: <https://airly.org/en/terms-conditions/> shall apply accordingly.
4. In the event of any inconsistency between Airly Data Read Service Terms of Service and this Agreement, the provisions of this Agreement shall prevail.
5. All repairs of the Sensor shall be carried out only by Airly.
6. If it is not possible to repair the Sensor, Airly undertakes to replace the defective Sensor with a Sensor which is free from defects, free of charge to the Borrower, provided that the damage of the Sensor was caused by using the Sensor in accordance with the Sensor’s intended purpose and this Agreement.
7. The necessary condition of a free nature of this Agreement is the Borrower’s consent to receive commercial information from Airly to the provided e-mail address. The consent is voluntary and may be withdrawn by the Borrower at any time.

§ 3 Obligations of Airly

1. Airly undertakes to deliver the Sensor to the Borrower within a reasonable period of time between 14 and 30 days from the date of the entrance into the Agreement. In exceptional cases, the delivery date may be extended by another 30 days, of which Airly will inform the Borrower via e-mail to the e-mail address indicated in § 7(b) below.
2. Airly undertakes to cover all costs related to the delivery of the Sensor to the Borrower, including possible customs duties related to the Sensor delivery.

3. Airly undertakes to arrange and cover all costs of the delivery of the Sensor back to Airly after expiration of this Agreement, including possible customs duties related to the Sensor delivery back to Airly.
4. Airly undertakes to complete the following actions, free of charge:
 - a) the Sensor remote calibration;
 - b) connecting the Sensor to the Airly's Map;
 - c) maintaining the display of the Sensor on the Airly's Map for the duration of the Agreement.
5. Only at the Borrower's request sent to the Airly's e-mail address indicated in § 7(a) below, Airly will install the Sensor at a time and in the place (only in outdoor location) chosen by the Borrower.
6. Only at the Borrower's request sent to the Airly's e-mail address indicated in § 7(a) below, Airly will remove the Sensor after the expiration of the Agreement.
7. Only at the Borrower's request sent to the Airly's e-mail address indicated in § 7(a) below, Airly will integrate the data from the Sensor directly into the Borrower's website using a widget, which will present the visitors to the website with real-time data on the air quality.
8. Airly is obliged to provide the Borrower with the Sensor manual.
9. For the duration of the Agreement, Airly will take actions to find a sponsor to keep the Sensor active after the expiration of the Agreement. Airly does not guarantee that Airly will find such a sponsor.
10. Airly shall be liable for any loss, theft or damage to the Sensor that may occur in the period from the Sensor's delivery to the Borrower to the Sensor's delivery back to Airly, provided that the Sensor is used by the Borrower in accordance with Sensor's intended purpose and this Agreement.

§ 4 Obligations of the Borrower

1. The Borrower is obliged to:
 - a) provide the outdoor place to install the Sensor at the height between 1,5 – 8 metres;
 - b) provide the power source to the Sensor located maximum 3 meters from the Sensor location and continuously sustain it, at the Borrower's expense, for the duration of the Agreement.
2. The Borrower shall install the Sensor in outdoor location specified in § 8 paragraph 1(a) below, in accordance with the Sensor manual and this Agreement. If the Borrower requires Airly to install the Sensor, the Borrower shall inform Airly about the Borrower's request in this regard, to the Airly's e-mail address indicated in § 7(a) below.
3. The Borrower shall not give the Sensor to a third party to use.
4. The Borrower shall bear the usual costs of maintenance and other operating expenses of the Sensor (e.g. electricity fee).
5. The Borrower shall use the Sensor in accordance with Sensor's intended purpose and this Agreement.
6. The Borrower shall immediately inform Airly about the Sensor's damage, to the Airly's e-mail address indicated in § 7(a) below.
7. In the event of loss or theft of the Sensor, the Borrower is obliged to report this fact to the police and inform Airly about the loss or theft of the Sensor, to the Airly's e-mail address indicated in § 7(a) below.
8. The Borrower shall not take off or damage a guarantee seal/sticker with an individual number or interference with the Sensor's technical structure.
9. The Borrower shall remove the Sensor after the expiration of the Agreement. If the Borrower requires Airly to remove the Sensor, the Borrower shall inform Airly about the Borrowers request in this regard, to the Airly's e-mail address indicated in § 7(a) below.

10. After the expiration of the Agreement, the Borrower is obliged to take necessary steps to prepare the Sensor for the delivery back to Airly (e.g. pack the Sensor properly, handing over the package to the representative of the delivery company or to the representative of Airly).
11. The Borrower declares that the Borrower, within the Borrower's possibilities, will take necessary actions to introduce Airly to the local council, including but not limited to sending an e-mail to the local council introducing Airly and describing Airly's activity of measuring air quality and indicating the e-mail address from Airly's domain in Carbon Copy (CC) and/or providing Airly an e-mail address to the local council. If the aforementioned actions require appropriate previous consents given by the local council representatives, the Borrower is obliged to obtain such consents.

§ 5 Delivery of the Sensor

1. The effective delivery of the Sensor to the Borrower will take place on the date of the Sensor's delivery to the Borrower and confirmation of receipt of the delivery by signing the acknowledgement of receipt, which constitutes an Attachment number 1 to this Agreement, by a person authorized by the Borrower. Refusal to sign the confirmation of receipt by the Borrower shall mean the termination of this Agreement with immediate effect.
2. By confirming the effective delivery of the Sensor, the Borrower declares that the Borrower has received the Sensor and that the Borrower has become acquainted with the Sensor's condition and that the Sensor is useful for the agreed use.
3. After the expiration of the Agreement, Airly will contact the Borrower and inform the Borrower whether the Sensor will be taken from the Borrower by Airly's representative or a representative of a delivery company within the delivery back to Airly arranged by Airly.

§ 6 Duration of the Agreement

1. The Agreement shall expire after six (6) months following the date of remote calibration of the Sensor without a necessity of submitting additional statements of the Parties.
2. Each Party may terminate the Agreement with a notice period of thirty (30) days.
3. Airly may terminate the Agreement with immediate effect in the event that the Borrower breaches any of this Agreement's provisions, in particular if the Borrower uses the Sensor contrary to Sensor's intended purpose and this Agreement.

§ 7 Contact

Parties indicate the following contact details for the purpose of executing the Agreement:

- a) from the Airly's side – e-mail address: marketing@airly.org.
- b) from the Borrower's side – phone number and/or e-mail address indicated by the Borrower in the online form provided by Airly for the purpose of entering into Agreement.

§ 8 Sensor location

1. The Borrower declares that the Sensor will be installed at the address indicated by the Borrower in the e-mail sent to the Airly's e-mail address indicated in § 7(a) above, promptly after the conclusion of the Agreement.
2. In case of a necessity to change the location of the Sensor, the Borrower shall immediately inform Airly about it, to the Airly's e-mail address indicated in § 7(a) above.

§ 9 Final provisions

1. The Agreement is entered into by the Parties through the online form sent to the Borrower by Airly, by marking the proper checkboxes.
2. The Agreement was made in two identical copies, one for each Party.

3. If any of the provisions of the Agreement are recognized as ineffective or invalid, this shall not influence on validity or effectiveness of the remaining provisions of this Agreement.
4. Any disputes arising from the Agreement shall be remedied by negotiation. Otherwise, the dispute will be brought before the common court competent for Airly's registered office.
5. To matters which are not regulated in this Agreement, the provisions of Polish law shall apply.

Airly

Borrower

Attachments:

- 1) Acknowledgement of receipt of the Sensor.

Acknowledgement of receipt of the Sensor

I hereby declare, that on _____, 2021, I received from Airly's representative 1 (one) Airly Sensor,
with serial number: _____

/signature of the person receiving the Sensor/

/signature of the person issuing the Sensor/