Terms of Service

This Agreement ("Agreement") is made by and between “Customer” and Base Labs, Inc. ("Service Provider"). This Agreement sets forth the terms and conditions applicable to Service Provider performance of the services (the “Base Services”) as outlined in the Statement of Work attached hereto as Exhibit A (the “SOW”).

1. License

During the Term (defined on contract), Service Provider grants to Customer the limited, non-exclusive, non-transferable, revocable right to use Service Provider’s “Product” as described and set forth in the SOW (the “Base Services”), along with any related documentation, subject to the terms and conditions of this Agreement and the following limitations:

a. The Product shall solely be used by Customer in connection with the Base Services; and
b. Any and all use of the Product and the Base Services must be in accordance with all applicable laws and regulations, including but not limited to those regarding export and data privacy.

All right, title, and interest in and to the Product, the Base Services, the documentation and all copies thereof, shall at all times remain with Service Provider.

2. Customer’s Obligations

Customer shall not, and shall not authorize or enable any third party to reverse engineer, decompile, or disassemble the Product or the Base Services or otherwise attempt to discover any source code of the Product or the Base Services. Customer
agrees to participate in surveys, Product feedback (through multiple channels) and communication with Service Provider for the purposes of Product feedback.

3. Confidentiality

“Confidential Information” means information, in any form or format, marked confidential, identified as Confidential Information at the time of disclosure or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Confidential Information includes, but is not limited to, benchmarks, pricing and roadmaps. Recipient will use at least commercially reasonable efforts to maintain the confidentiality of the Discloser’s Confidential Information, agrees to use Confidential Information only for purposes consistent with this Agreement and will notify the Discloser promptly of any unauthorized use or disclosure of Confidential Information. Confidential Information may be disclosed and used by recipient’s employees, contractors, professional advisors and third parties having a need to know and who are under a similar obligation of confidentiality.

4. Warranties

Service Provider represents, covenants, and warrants that: (a) Service Provider will perform with due diligence and in a professional manner and in full compliance with the highest professional and ethical standards of practice in the industry, all applicable laws and regulations (including but not limited to employment, privacy and export laws and regulations) and Customer’s privacy, safety and security rules and regulations and to Customer’s reasonable satisfaction; (b) Service Provider will not offer, give or receive money, gifts, favors or excessive entertainment to Customer employees or customers. Service Provider is not restricted or under any obligation by a current or former employer or contractor which limits, restricts or in any way affects Service Provider’s ability to comply with this Agreement; (c) the Product is wholly original with Service Provider; (d) the Product does not and will not infringe, misappropriate or violate any third party’s proprietary rights or intellectual property rights; and (e) the Product does not and will not contain any viruses, which will mean any computer code or routine
designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of any software, or any other associated software, firmware, hardware, or computer system (including local area or wide-area networks), in a manner not intended by Customer. Service provider does not warrant that the services will be uninterrupted or error free.

5. Indemnification

5.1 Service Provider agrees, at its own expense, to indemnify, defend Customer and hold Customer harmless against any suit, claim, or proceeding brought against Customer alleging that the use of Services in accordance with this Agreement infringes any U.S. copyright, U.S. trademark or U.S. patent, provided that Customer (i) promptly notifies Service Provider in writing of any such suit, claim or proceeding, (ii) allows Service Provider, at Service Provider’s own expense, to direct the defense of such suit, claim or proceeding, (iii) gives Service Provider all information and assistance necessary to defend such suit, claim or proceeding, and (iv) does not enter into any settlement of any such suit, claim or proceeding without Service Provider’s written consent. The foregoing obligations do not apply with respect to the Services or portions or components thereof (x) not supplied by Service Provider, (y) made in whole or in part in accordance to Customer specifications, (z) combined with other products, processes or materials where the alleged infringement would not have occurred without such combination. This section states Service Provider’s entire liability and Customer’s exclusive remedy for infringement or misappropriation of intellectual property of a third party.

5.2 Customer hereby agrees, at its own expense, to indemnify, defend and hold harmless Service Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any demand, claim, action, suit or proceeding that arises from an alleged violation of Sections 2 above.
6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND A PARTY’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE APPLICABLE SERVICES UNDER THIS AGREEMENT OR RELATING TO ANY SUBJECT MATTER OF THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICE(S) DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SERVICE PROVIDER, SUCH AS A FAILURE OF TELECOMMUNICATIONS OR NETWORK SYSTEMS NOT CONTROLLED BY SERVICE PROVIDER, SHALL NOT BE CONSIDERED A SERVICE OUTAGE OR SERVICE DEFICIENCY FOR PURPOSES OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

7. Term

This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.

EXHIBIT A – STATEMENT OF WORK (“SOW”)
This Statement of Work is governed by the Master Services Agreement ("Agreement") between “Customer” and Base Labs, Inc. ("Service Provider") and is fully incorporated therein. All terms used in this Statement of Work and not otherwise defined will have the same meaning as in the Agreement.

1. Base Services:

Base provides a unified feed experience that allows users to browse their data scattered across multiple applications from a single interface.

Customer will be browsing across information that lives in various workplace applications. Base will also require access to an SSO provider in order to enforce correct permission access to all documents via the email of users.

Base will be granted API access to each of the various data sources that Customer would like to be able to index. That data will then be ingested and indexed by Base software running within a dedicated Project inside of Customer’s Amazon Web Services (AWS) account, or within an Amazon Web Services account hosted by Base.

Customer will have the option to choose which data sources to connect and index.

Similar to all other major cloud companies, Base can perform debugging operations with explicit Customer permission to perform a specific set of actions e.g. Customer admin may agree that Base can only perform a particular query on their data in order to debug a specific issue. In this situation, Base employees will not be given access to the original data source, but rather, will only be able to see the ranking of each of the results.