



AI Hub Terms of Use

These Terms of Use (“**Terms**”) apply when you use the AI Hub services of Instabase, Inc. or our affiliates, including our website, software, tools, developer services, data, documentation, and application programming interface (“**Services**”). The Terms include our [Usage Policies](#), our [Data Protection Agreement](#), any product specific terms for the AI Hub apps or models you may use (if they differ from these Terms), and other documentation, guidelines, or policies we may provide in writing. By using our Services, you agree to these Terms. Our [Services Privacy Policy](#) explains how we collect and use personal information.

1. Registration and Access

You must be at least 18 years old to use the Services. If you use the Services on behalf of another person or entity, you must have the authority to accept the Terms on their behalf. If you are registering for an account, you must provide accurate and complete information. You may not make your access credentials or account available to others outside your organization, and you are responsible for all activities that occur using your credentials.

2. Usage Requirements

(a) **Use of Services.** We grant you a non-exclusive, non-sublicensable, non-transferable right to use and access the Services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services. We and our affiliates own all rights, title, and interest in and to the Services.

(b) **Feedback.** We welcome feedback, comments, ideas, and suggestions for improvements (collectively, “**Feedback**”). You do not have to provide any Feedback to us, but if you do provide any Feedback, we may use it without restriction or compensation to you.

(c) **Restrictions.** You may not, and you will not direct or allow third parties to (i) use the Services in a way that infringes, misappropriates or violates any person’s rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, systems of the Services (except to the extent such restrictions are contrary to applicable law), use the Services for any competitive or benchmarking purposes; (iii) use output from the Services to develop derivative models; (iv) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (v) represent that output from the Services was human-generated when it is not or otherwise violate our Usage Policies; (vi) buy, sell, or transfer access to the Service or API keys without our prior written consent; (vii) send us any personal information of children under 13 or the applicable age of digital consent; (viii) send us any information or content that violates applicable laws or any third-party intellectual property, privacy, publicity or other rights; (ix) intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; or (x) interfere with the use of the Services, or the equipment used to provide the Services, by anyone. You will comply with any usage limits and other requirements specified in these Terms, our documentation, or as described in our Services. You may use Services only in [geographies](#) currently supported by Instabase.



(d) To the extent your customers (“**End User**”) make API calls to AI Hub, you shall be responsible for the End User’s compliance with these Terms.

(e) **Third Party Services.** Any third party software, services, or other products you use in connection with the Services are subject to their own terms. We are not responsible for third party products or any aspect of interoperability relating thereto.

3. Content

(a) **Your Content.** You may provide input to the Services (“**Input**”), and receive output generated and returned by the Services based on the Input (“**Output**”). Input and Output are collectively “**Content**.” As between the parties and to the extent permitted by applicable law, you own all Input. Subject to your compliance with these Terms, Instabase hereby assigns to you all its right, title and interest in and to the Output. By using these Services, you agree that Instabase may use Content to provide the Services and customer support, enforce our policies, comply with applicable law, and unless otherwise agreed in writing, improve the functionality of our Services. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms.

(b) **Content Deletion.** You may request that your Content or account be deleted by submitting a written request to privacy@instabase.com in accordance with the instructions set forth in our Services Privacy Policy. We may delete or disable Content stored on our servers that is alleged to be illegal or infringing third party rights in our sole discretion. Unless otherwise notified in writing, your Content will be retained as long as you have an active AI Hub account.

(c) **Similarity of Content.** Due to the nature of machine learning, Output may not be unique across users and the Services may generate the same or similar output.

(d) **Use of Telemetry Data.** Instabase may automatically collect and analyze data about usage of our Services, which data include technical logs, frequency of logins, and engagement with features. Such usage data is anonymized of personal data in accordance with applicable law.

(e) **Accuracy.** Our teams are constantly working to improve our Services to make them more accurate, reliable and beneficial. As the current generation of transformer based machine learning leverage statistical patterns and probabilities as the basis of its functionality, use of our Services may in some situations result in incorrect Output that does not accurately reflect facts. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.

(f) **Content Restrictions.** You may not submit any Input that contains (i) cardholder data as defined under the Payment Card Industry Data Security Standard (“**cardholder data**”) or (ii) protected health information as defined under the Health Insurance Portability and Accountability Act (“**PHI**”) unless you have entered into an agreement that explicitly permits the submission of such Input.

(g) You represent and warrant that you have obtained all necessary rights and authorizations to submit data (“**Customer Data**”), including personal data relating to identifiable individuals, to Instabase for the purposes contemplated by these Terms, and have provided notice to individuals and obtained any necessary consents as required under applicable data protection laws. You are solely responsible for the accuracy, content and



legality of Customer Data, and we do not assume any obligations with respect to Customer Data other than as expressly set forth in these Terms or as required by applicable law.

(h) You agree that you shall not submit any Customer Data to us that (I) contains any worm, virus or other malicious code which is designed to destroy, disable, harm, disrupt the operation of, enable unauthorized access to, erase, destroy or modify any software, hardware, network or technology; or (II) violates applicable laws or any third-party intellectual property, privacy, publicity or other rights.

4. Professional Services

(a) From time to time, Instabase may offer you training, configuration, enablement, and/or other professional services (“**Professional Services**”). You may elect to purchase Professional Services as agreed in an Order Form.

(b) As between the parties, Instabase will own the intellectual property rights in anything provided or created by it in the performance of any Professional Services unless otherwise expressly specified in an Order Form. Subject to your compliance with these Terms and the applicable Order, Instabase grants you a non-exclusive, non-transferable, non-sublicensable license to use any training and other informational materials provided through the Professional Services to the extent necessary to enable your use of the SaaS Services and models in accordance with these Terms. You shall provide reasonable access, cooperation and information as necessary to permit Instabase to perform the Professional Services.

5. Fees and Payments

(a) **Fees and Billing.** To the extent applicable, you will pay all fees charged to your account (“**Fees**”) according to the prices and terms in the applicable pricing policy, or as otherwise agreed between us in writing. We have the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. You will provide complete and accurate billing information including a valid and authorized payment method. You authorize Instabase and its affiliates, and our third-party payment processor(s), to charge your payment method for the Fees. If your payment cannot be completed, we will provide you written notice and may suspend access to the Services until payment is received. Fees are payable in U.S. dollars. Payments are nonrefundable except as provided in this Agreement.

(b) **Taxes.** Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, and other similar assessments (“**Taxes**”). You are responsible for all Taxes associated with your purchase, excluding Taxes based on our net income, and we may invoice you for such Taxes. You agree to timely pay such Taxes and provide us with documentation showing the payment, or additional evidence that we may reasonably require. Instabase uses the name and address in your account registration as the place of supply for tax purposes, so you must keep this information accurate and up-to-date.

(c) **Price Changes.** We may change our prices by updating the pricing page. Any price changes will apply to the Fees charged to your account immediately after the effective date of the changes.

(d) **Disputes and Late Payment.** If you want to dispute any Fees or Taxes, please contact accountspayable@instabase.com within thirty (30) days of the date of the Fee invoice. Undisputed amounts past due may be subject to a finance charge of 1.5% of the unpaid balance per month. If any amount of



your Fees are past due, we may suspend your access to the Services after we provide you written notice of late payment.

(e) **Free Accounts.** You may not create more than one account to benefit from credits provided in the free tier of the Services. If we believe you are not using the free account in good faith, we may charge you standard fees or stop providing access to the Services.

6. Confidentiality, Security and Data Protection

(a) **Confidentiality.** “**Confidential Information**” means all information of a party (“**Discloser**”) disclosed to the other party (“**Recipient**”) that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure. For purposes of these Terms, the Services, and any copies of them, will be deemed to be Instabase Confidential Information, regardless of whether they are marked as such, and Content will be deemed to be your Confidential Information, regardless of whether it is marked as such.

Neither party will use the other party’s Confidential Information except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party’s Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other’s Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, legal and financial advisors (collectively, “**Representatives**”) who (a) have a need to know such information and (b) who are parties to appropriate agreements sufficient to comply with this Section 5(a). Each party will be responsible for all acts and omissions of its Representatives.

The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to a court order or requirement of a governmental body, provided that the party required to make the disclosure gives reasonable notice to the other party to enable them to contest such order or requirement to the extent permitted by law.

Without granting any right or license, the Discloser agrees that the foregoing shall not apply with respect to any Confidential Information that: (i) is or becomes publicly known through no fault of the Recipient; (ii) was rightfully known or becomes rightfully known to the Recipient without confidential restriction from a source other than the Discloser who has a right to disclose it; (iii) is approved by the Discloser for disclosure without restriction in a written document signed by an authorized representative of the Discloser; or (iv) is independently developed by or for the Recipient without the use of the other party’s Confidential Information.

(b) **Security.** Instabase has implemented the security measures detailed at <https://instabase.com/trust/security/> designed to secure your Content in connection with your use of the Services. You must implement reasonable and appropriate measures designed to help secure your access to and use of the Services. If you discover any vulnerabilities or breaches related to your use of the Services, you must promptly contact Instabase at security@instabase.com and provide details of the vulnerability or breach.

(c) **Processing of Personal Data.** Instabase will process any personal data you submit as Input in



accordance with our Data Protection Agreement (<https://instabase.com/trust/dpa>). If you use the Services to process personal data, you must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and you represent to us that you are processing such data in accordance with applicable law.

7. Term and Termination

(a) **Termination; Suspension.** These Terms start when you first use the Services and remain in effect until terminated. We may terminate these Terms immediately or suspend your account upon notice to you if you materially breach or if we reasonably believe you have materially breached our Usage Policies, Sections 1 (Registration and Access), 2 (Usage Requirements), 6 (Confidentiality, Security and Data Protection), or 9 (General Terms), if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests. We may suspend your access to the Services if we reasonably believe (i) you are not complying with these Terms, (ii) your use poses a security risk to us or any third party, or (iii) if we suspect that your use is fraudulent or could subject us or any third party to liability.

(b) **Effect on Termination.** Upon termination, you will stop using the Services and you will promptly return or, if instructed by us, destroy any Confidential Information. Sections 3 - 8 of these Terms survive termination.

8. Indemnification; Disclaimer of Warranties; Limitations on Liability

(a) Indemnity.

(I) Subject to Section 8(a)(III), we agree to defend or settle, at our option and expense, any third-party claim brought against you to the extent such claim asserts that our Services infringe a U.S. patent or worldwide copyright or misappropriates a trade secret of such third party (each, a “**Claim**”) and we shall pay all costs (including reasonable legal fees) and damages finally awarded against you by a court of competent jurisdiction as a result of any such Claim.

(II) If the use of our Services is, or in our reasonable opinion is likely to become subject to a Claim under Section 8(a)(I), we may, at our sole option and expense (and in addition to the indemnity obligations in Section 8(a)(I)): (i) obtain a license for your continued use of the Services; (ii) replace or modify the Services so that they are non-infringing and substantially equivalent in function to the original Services; or (iii) if options (i) and (ii) are not commercially practicable in our reasonable estimation, we may terminate these Terms and the applicable Order Form, and provide a pro-rata refund of the Fees that have been paid in advance for the remainder of the subscription Term, calculated from the date of termination.

(III) We will have no indemnification obligation for any Claim arising out of: (u) modification of the Services, unless we or our designee made the modification; (v) use of the Services other than as authorized by these Terms and the Documentation; (w) failure to stop using the Services after receiving written notice to do so from us in order to avoid further infringement or misappropriation; (x) combination, operation or use of the Services with applications, data, code, software, systems or products not supplied by us; (y) third party models; or (z) use of Customer Data with the Services where such Customer Data infringes or misappropriates a third party’s intellectual property rights and the



Claim would not have occurred but for such use of Customer Data (subsections (u)-(z) may be referred to collectively as “**Indemnity Exclusions**”).

(IV) THIS SECTION 8(a) SETS FORTH OUR SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

(V) You will defend, indemnify, and hold us harmless , at your cost, from and against any third-claims arising from or relating to your breach of the Instabase Usage Policy or Sections 3(g), (h). You shall pay all costs (including reasonable legal fees) and damages finally awarded against Instabase by a court of competent jurisdiction as a result of such claim.

(VI) An indemnifying party’s obligations under this Section 8(a) only apply if: (i) the party seeking indemnification (“**Indemnatee**”) notifies the indemnifying party of the indemnification claim in writing as soon as possible once Indemnatee becomes aware of the claim; (ii) the Indemnatee makes no admission of liability or fault; (iii) the indemnifying party is given sole control over the defense of the claim and settlement of it; and (iv) the Indemnatee provides all reasonable assistance to the indemnifying party.

(b) **Warranty.**

(I) We warrant that: (i) during the Term, the Services will function substantially in accordance with the then-current Documentation; (ii) we will employ commercially reasonable efforts in accordance with industry standards to prevent the transmission of malware, viruses or worms (otherwise known as computer code or technology specifically designed to disrupt, disable, or harm your software, hardware, computer system, or network) via the Services; and (iii) any Professional Services will be performed in a good and workmanlike manner by appropriately qualified personnel.

(II) In the event of a breach of the limited warranties set forth in Section 8(b)(I), your sole and exclusive remedy will be, at our option and expense, to correct the deficient services that caused the breach of warranty. If we cannot correct the deficiency in a commercially reasonable manner, we will terminate the deficient Services and promptly provide a pro-rata refund of the Fees that you paid in advance for the remainder of the Term, calculated from the date of termination.

(III) The warranty in Section 8(b)(I) will not apply to the extent any non-conformance is caused by: (i) your use of the Services with an application or in an environment other than as described in the Documentation; or (ii) modifications made to the Services that were not made by us, our authorized representatives or with our express written authorization.

(IV) EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE.



(c) **Limitations of Liability.**

(I) SUBJECT TO SECTION 8(c)(III) BELOW, NEITHER PARTY NOR OUR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(II) SUBJECT TO SECTIONS 8(c)(I) and 8(c)(III), OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE FEES YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

(III) NOTHING IN THESE TERMS WILL LIMIT OR EXCLUDE (i) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS; (ii) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iii) OBLIGATIONS UNDER SECTION 8(a) (INDEMNITY); (iv) IN THE CASE OF CUSTOMER, FOR (y) BREACH OF SECTIONS 2 (USAGE REQUIREMENTS) OR SECTIONS 3(g)-(h) (CUSTOMER DATA), AND (z) PAYMENT OF FEES.

9. General Terms

(a) **Relationship of the Parties.** Both parties are independent contractors with respect to the subject matter of these Terms. These Terms do not create a partnership, joint venture or agency relationship between you and Instabase or any Instabase's affiliates. Neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

(b) **Publicity.** You agree that we may refer to you by your trade name and logo as a current customer to current and prospective clients. Any use of your name or logo in advertising or marketing materials or in a press release shall be subject to your prior written consent, which may not be unreasonably withheld.

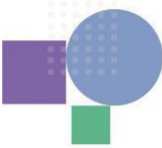
(c) **U.S. Federal Agency Entities.** The Services were developed solely at private expense and are "commercial computer software" and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

(d) **Severability.** If any part of these Terms of Use is found to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms will remain in effect. Nothing in this section will be deemed to waive or otherwise limit the right to seek injunctive relief or any other non-waivable right.

(e) **Assignment and Delegation.** You may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be null and void. We may assign these Terms in connection with a merger, acquisition or sale of all or substantially all of our assets, or to any affiliate or as part of a corporate reorganization.

(f) **Modifications.** We may amend these Terms from time to time by posting a revised version on the website. You may also sign up for email notifications of such updates by submitting a written request to compliance@instabase.com. All changes will be effective immediately unless otherwise specified. Your continued use of the Services after any change means you agree to such change.

(g) **Notices.** All notices will be in writing. We may notify you using the email address associated with your



use of the Services. Service of notice will be deemed given on the date of receipt if delivered by email. Instabase accepts notice at 3500 South DuPont Hwy., Dover, Delaware 19901.

- (h) **Waiver and Severability.** If you do not comply with these Terms, and Instabase does not take immediate action, this does not mean Instabase is giving up any of our rights.
- (i) **Export Controls.** The Services may not be used in or for the benefit of, exported, or re-exported (a) into any U.S. embargoed countries (collectively, the “**Embargoed Countries**”) or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists (collectively, “**Restricted Party Lists**”). You represent and warrant that you are not located in any Embargoed Countries and not on any such restricted party lists. You must comply with all applicable laws related to Embargoed Countries or Restricted Party Lists.
- (j) **Entire Agreement.** These Terms and any policies incorporated in these Terms contain the entire agreement between you and Instabase regarding the use of the Services and, other than any Service specific terms of use, supersedes any prior or contemporaneous agreements, communications, or understandings between you and Instabase with respect to the Services.
- (k) **Jurisdiction, Venue and Choice of Law.** These Terms will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws. All claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts located in San Francisco, California, USA.