

JamBase Trial API and Data Evaluation Terms of Service

This Agreement (the "Agreement") is entered into by and between you ("User" or "You") and JamBase, Inc. ("JamBase") and governs your use of the JamBase Trial API and associated concert and festival data (the "API" and "Data"). By clicking the "I Agree" button below or by accessing or using the API and Data, You expressly agree to be bound by the terms and conditions set forth in this Agreement.

1. Trial Use Only

1.1 Trial access to the API and Data is granted solely for the purpose of evaluation for a period of fourteen (14) days ("Trial Access Period"). This access is provided during the Trial Access Period to allow User to assess the functionality, features, and suitability of the JamBase API and Data for User's intended purposes and to decide to become a Commercial Data Usage client.

1.2 User acknowledges and agrees that any access to the API and Data is strictly limited to the Trial Access Period for evaluation only, as determined by JamBase, and any commercial uses of the API and Data must be accompanied by a Commercial Data Usage Agreement, which can be obtained by emailing api@jambase.com.

2. Commercial Use Prohibition

User is expressly prohibited from using the JamBase Data obtained through the API for any commercial purposes during the Trial Access Period. Commercial purposes include, but are not limited to, the development, launch, or release of any products or services that use JamBase Data for financial gain, marketing, or any other business-related activities. A commercial usage agreement can be obtained by emailing api@jambase.com.

3. Restrictions on Use

3.1 User shall not attempt to reverse engineer, modify, decompile, or otherwise alter the API, Data, or any part thereof. User shall not violate the ownership rights of JamBase as set forth in Section 4 below. User shall not use the API or Data in any manner which violates any Intellectual Property Rights of JamBase as defined in Section 4 below or any intellectual property rights of others.

3.2 User shall not violate any confidentiality or non-disclosure rights of JamBase or others, including as provided in Section 5 below.

3.2 User shall not use the API and Data in any manner that could impair, disable, overburden, or damage any JamBase server or network connected to any JamBase server.

3.3 User shall not engage in any unauthorized access to or use of the API, Data, or User's related systems and networks.

3.4 User shall not do anything or omit anything to be done with respect to its use of the JamBase API and Data which will in any way violate any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including but not limited to its use online or in or through any media whatsoever (individually, "Applicable Law," or collectively, "Applicable Laws") or which is in any manner objectionable, inappropriate, or offensive. The determination of whether any manner of use is objectionable, inappropriate, or offensive shall be in the sole and absolute discretion of JamBase.

4. Ownership and License

4.1 JamBase grants User a limited, non-exclusive, non-transferable license to use the API and Data solely for evaluation purposes in accordance with this Agreement during the Trial Access Period.

4.2 All intellectual property rights in and to the API and Data, including but not limited to copyrights, patents, trademarks, trade secrets or other intellectual property rights ("Intellectual Property Rights"), are and shall remain the exclusive property of JamBase.

4.3 User shall protect the Intellectual Property Rights of JamBase by complying with all of the provisions of this Agreement, including but not limited to, the non-disclosure and other security measures set forth in this Agreement. User must protect the Intellectual Property Rights of JamBase using state-of-the art computer and data security protections, including robust firewalls, encryption, and regular software updates and User shall comply with any new or modified security measures requested in writing by JamBase which are designed to enforce Intellectual Property Rights protection, control access and usage, prevent unauthorized copying or tampering, or prohibit distribution and digital piracy.

5. Non-Disclosure

5.1 User agrees not to disclose, share, or otherwise provide access to the API or Data or any Intellectual Property Rights of JamBase to any third party without the explicit written consent of JamBase.

5.2 The non-disclosure obligations under this Section 5 will survive for five (5) years following any termination or expiration of this Agreement, provided that non-disclosure obligations for Intellectual Property Rights constituting trade secrets will continue for as long as such Intellectual Property Rights will be eligible for trade secret protection.

6. Termination

6.1 JamBase reserves the right to terminate the Trial Access Period and User's access to the API and Data at any time, with or without cause, and with or without notice.

6.2 Upon termination, User shall immediately cease all use of the API and Data and delete any JamBase Data obtained through the API.

7. Agreement Modifications

JamBase reserves the right to modify or amend this Agreement at any time. User's continued use of the API and Data after any such changes constitutes your acceptance of the modified terms and Agreement.

8. Governing Law; Venue; Remedies

8.1 This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles. The parties consent to the exclusive personal jurisdiction of, and venue in, the state and federal courts located within the City and County of San Francisco, California

8.2 User acknowledges that breach of this Agreement may cause irreparable harm to JamBase. Therefore, in addition to any other remedies available to it, JamBase may seek injunctive or other equitable relief in the event of any breach or alleged breach of this Agreement without proving actual damages, in addition to all other rights and remedies.

8.3 User's remedies for damages are limited as set forth in Section 12 and subject to the disclaimer of warranties set forth in Section 10. All rights and remedies of JamBase shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and JamBase shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement. Nothing in this Section 8.3 shall be deemed to limit or otherwise affect User's indemnification of JamBase pursuant to any provision of this Agreement.

9. Representations and Warranties by User

9.1 User represents and warrants to JamBase that: (a) User has all right, power, and authority necessary to enter into this Agreement and perform its obligations hereunder; (b) User's performance of this Agreement will not conflict with or result in a violation of any Applicable Law or breach of any of the terms or provisions or constitute a default under any agreement by which User is bound; and (c) User will comply with all Applicable Laws related to its performance of this Agreement.

9.2 User represents and warrants to JamBase that User shall not (a) use or include any confidential or proprietary information or trade secrets of any third party, unless User has received a written license from the owner thereof to use as contemplated hereunder; or (b) violate the rights of any third party in any jurisdiction, including but not limited to copyright, trade secret, trademarks, publicity, privacy, patents, or other rights.

10. Disclaimers by JamBase; Acceptance by User

10.1 . UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, JAMBASE MAKES NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE API AND DATA, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 THE API AND DATA ARE PROVIDED "AS IS." JAMBASE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO USER OR ANY OTHER PERSON RELATING IN ANY WAY TO THE API AND DATA, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE USE OF THE API AND DATA. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE API AND DATA IS WITH THE USER.

10.3 JAMBASE DOES NOT WARRANT THAT THE API AND DATA WILL MEET USER'S REQUIREMENTS, OR THAT THE OPERATION OF THE API AND DATA WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API AND DATA WILL BE CORRECTED.

10.4 JAMBASE SHALL HAVE NO RESPONSIBILITY FOR DEFECTS, FLAWS, PROGRAMMING ERRORS, INEFFICIENCIES OR MALFUNCTIONS, NONPERFORMANCE, PROBLEMS OR ERRORS RESULTING FROM USER'S SOFTWARE OR THIRD PARTY SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM INCOMPATIBILITY OF THE USER OR THIRD PARTY SOFTWARE WITH JAMBASE'S API AND DATA.

10.5 JAMBASE DISCLAIMS ANY AND ALL WARRANTIES WHICH MIGHT HAVE ARISEN OR MIGHT LATER ARISE FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF THE TRADE AND JAMBASE SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE SUSTAINED RELATING THERETO.

10.6 USER HEREBY ACKNOWLEDGES, AGREES, AND ACCEPTS JAMBASE'S DISCLAIMERS OF ALL WARRANTIES UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AS DESCRIBED IN SECTIONS 10.1-10.5 ABOVE.

11. Indemnification By User.

User will indemnify, defend, and hold harmless JamBase (including its affiliates and its and their officers, directors and employees), against any claims, damages, judgments, settlements, suits, causes of action, losses, liabilities and expenses, including attorneys' and expert witness fees and court costs (collectively, "Indemnified Claims"), to the extent arising from or related to: (a) any breach by User of this Agreement; (b) User's act or omission related to, use of, or access to, the API and Data other than in accordance with the terms of this Agreement; or (c) any breach by User of data privacy or data protection regulations or any other Applicable Laws.

Upon the assertion of any claim or the commencement of any suit or proceeding against JamBase by any third party that may give rise to obligations or liability of User, JamBase will promptly notify User of the existence of such claim specifying the nature of the action, and the total monetary amount or other relief sought therein. JamBase will give User a reasonable opportunity to defend or settle the claim at User's own expense and with counsel of its own selection, subject to the approval of such counsel in writing by JamBase. The parties will provide each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. JamBase will have the right to employ separate counsel and participate in the defense at its sole expense. User will not settle any claim without the prior written approval of JamBase, not to be unreasonably withheld.

12. Limitation of JamBase's Liability

REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), JAMBASE SHALL IN NO EVENT BE LIABLE TO USER FOR ANY (A) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND USER HEREBY WAIVES ANY AND ALL CLAIMS FOR ANY SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT.

THE PARTIES AGREE THAT JAMBASE'S TOTAL LIABILITY TO USER FOR ANY CLAIM USER MAY BRING AGAINST JAMBASE FOR DAMAGES, HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO JAMBASE'S ACTION, INACTION, BREACH OF CONTRACT, STRICT LIABILITY, OR NEGLIGENCE SHALL NOT EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00).

13. Student / Non-Profit Usage

Student or other non-profit usage of the Data can be discussed, please email api@jambase.com for further information.

14. Assignment

JamBase may assign or transfer this Agreement without User's consent to any successor person or entity. User may not assign or transfer this Agreement, including any transfer by operation of law, change of control or merger or other reorganization, without JamBase's prior written consent. For purposes of this Agreement, a change in control shall be a change in ownership or a change in voting or other control rights which is greater than or equal to twenty percent (20%). Any actual or attempted assignment by User shall be void and of no effect and shall be a material breach. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

15. Survival

Sections 4-12 and Section 14 will survive any termination or expiration of this Agreement.