

## NEAR.AI HUB

### ALPHA TEST TERMS AND CONDITIONS

#### 1. Introduction

- 1.1. The “**NEAR.AI Hub**” is a subscription-based middleware, plus an application programming interface (API), designed to connect the supply side of the NEAR ecosystem, made up of infrastructure and data layer providers and products, with the demand side of the ecosystem, which is made up of application layer Web3 and Web2 providers and products. The NEAR.AI Hub is also intended to provide resources for research and development.
- 1.2. The “**Alpha Test**” is a program intended to evaluate the NEAR.AI Hub’s performance, identify potential issues, and gather feedback from participants.
- 1.3. The NEAR.AI Hub and the Alpha Test is administered by NEAR Stiftung (NEAR Foundation) and/or its affiliates (together, the “**Foundation**”, and “**we**”, “**our**”, and “**us**” shall be construed accordingly).
- 1.4. These Terms and Conditions (including, without limitation, any additional terms and policies provided by us) set out the terms and conditions by which you may access and use the NEAR.AI Hub and participate in the Alpha Test (“**Terms**”). By participating in the Alpha Test, you acknowledge that you have read, understood, and agree to be bound by the Terms.

#### 2. License Grant

Subject to the Terms, we grant you a non-exclusive, non-transferable, revocable license to use the NEAR.AI Hub solely for testing and evaluation as part of, and for the duration of, the Alpha Test. This license does not convey any title or ownership rights.

#### 3. Your Alpha Test Responsibilities

You shall:

- 3.1. actively participate in the Alpha Test, in good faith and as required by the Foundation;
- 3.2. provide constructive feedback in respect of the NEAR.AI Hub, including bug reports, functionality suggestions, and usability comments, all of which will become our sole property; and
- 3.3. comply with all applicable laws and regulations when using the NEAR.AI Hub and participating in the Alpha Test.

#### 4. Restrictions

You shall not: sell, lease, sublicense, or distribute the NEAR.AI Hub; reverse engineer, decompile, or disassemble the NEAR.AI Hub; use the NEAR.AI Hub for any illegal purposes or exceed the

scope granted herein; or engage in any activity that disrupts the NEAR.AI Hub or the Alpha Test, including (without limitation) hacking, spreading malware, or conducting fraudulent activities.

## **5. Ownership and Intellectual Property**

All rights, titles, and interests in the NEAR.AI Hub, including any modifications or improvements made during or after the Alpha Test, belong exclusively to us. Your feedback, once shared, is assigned to us, including all intellectual property rights therein.

## **6. Confidentiality**

You acknowledge the confidential nature of the Alpha Test and agree not to disclose any information regarding the Alpha Test, or the NEAR.AI Hub's functionality or performance, to any third party without our prior written consent.

## **7. Disclaimers**

7.1. The NEAR.AI Hub is provided "as is" and without warranties of any kind, whether express or implied. We do not guarantee that the NEAR.AI Hub will meet your requirements, operate without interruption, or be error-free.

7.2. You acknowledge that: the Foundation does not own or control any of the supply-side or demand-side products, providers or applications that may be connected to the NEAR.AI Hub ("**Third Party Resources**"); the Foundation does not endorse or assume any responsibility for any Third Party Resources; and you expressly relieve us of any and all liability arising from your use of, or interaction with, any Third Party Resources.

7.3. You acknowledge that you use the NEAR.AI Hub, participate in the Alpha Test, and interact or use Third Party Resources, entirely at your own risk.

## **8. Limitation of Liability**

8.1. To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the NEAR.AI Hub and/or the Alpha Test, including but not limited to damages for loss of profits, goodwill, use, data, or other losses, even if we have been advised of the possibility of such damages.

8.2. You expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the NEAR.AI Hub and your participation in the Alpha Test.

## **9. Indemnity**

You agree to indemnify and hold the Foundation harmless from any claims arising out of or in connection with your use of the NEAR.AI Hub and/or participation in the Alpha Test.

## **10. Termination**

The Terms are effective until the end of the Alpha Test period or until terminated by either party upon written notice to the other party. Upon termination, you must cease all use of the NEAR.AI Hub. Rights and obligations under the sections regarding Your Alpha Test Responsibilities (Constructive Feedback), Ownership and Intellectual Property, Confidentiality, Disclaimers, Limitation of Liability, Indemnity, and Governing Law, shall survive termination.

## **11. Governing Law**

- 11.1. The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Swiss law, excluding the Swiss conflict of law rules.
- 11.2. Subject to the remainder of this clause, any dispute, controversy or claim arising out of or in connection with the Terms or the breach, termination, existence, legal competence or invalidity thereof, shall be exclusively settled by the courts of Zug, Switzerland. Nothing in this clause shall limit the right of the Foundation to take any proceedings (including, without limitation, court proceedings or arbitration) against you in any other court or tribunal of competent jurisdiction.

## **12. Modifications**

The NEAR.AI Hub, or your access to the NEAR.AI Hub, may be closed, restricted and/or modified at any time by the Foundation at its own discretion, without notice and without liability.

## **13. Amendments**

These Terms may be amended at any time by the Foundation at its sole discretion. Your continued participation in the Alpha Test and use of the NEAR.AI Hub following any changes indicates your acceptance of those changes.

## **14. Entire Agreement**

These Terms, including any documents incorporated herein by reference, constitute the entire agreement between you and us regarding your participation in the Alpha Test and supersede all prior agreements and understandings, whether written or oral.