

LlamaIndex Hackathon Terms of Service

This Hackathon Terms of Service (this “**Agreement**”) is entered into by and between you (“**User**”) and LlamaIndex Inc., a Delaware corporation (“**LlamaIndex**”). The following terms and conditions govern User’s access to and use of the Software (as defined below).

Please read this Agreement carefully before User starts to use the Software. By accessing or using the Software, or by clicking a button or checking a box marked “I Agree “ (or something similar), User signifies that User has read, understood, and agrees to be bound and abide by this Agreement as of the date of User’s confirmation (the “**Effective Date**”). If User does not want to agree to this Agreement, User must not access or use the Software.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **License Grant.** Subject to the terms and conditions of this Agreement, LlamaIndex hereby grants User a non-exclusive, non-sublicenseable, and non-transferable license from the Effective Date until the conclusion of the LlamaIndex Hackathon under which User is evaluating the Software (“**Evaluation Period**”) to (a) use LlamaIndex’s data framework for connecting custom data sources to large language models (the “**Software**”) solely to evaluate the Software (the “**Purpose**”) and, if applicable, employees or contractors of User who User permits to access and use the Software and/or Documentation (“**Authorized Users**”); and (b) use the LlamaIndex’s user manuals, handbooks, and installation guides relating to the Software provided by LlamaIndex to User, if applicable, either electronically or in hard copy form/end user documentation relating to the Software (the “**Documentation**”) solely for User’s internal evaluation purposes in connection with User’s use of the Software. User will not use the Software for any purpose other than evaluating and testing such Software for the Purpose. This Agreement does not provide a commercial license and User’s use of the Software after the Evaluation Period is subject to the parties’ entering into and executing a separate commercial license agreement.
2. **Use Restrictions.** User shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, User shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
3. **Reservation of Rights.** LlamaIndex reserves all rights not expressly granted to User in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party any intellectual property rights or other right, title, or interest in or to the Software.
4. **Delivery.** LlamaIndex shall deliver the Software to User electronically, on tangible media, or by other means, in LlamaIndex’s sole discretion, immediately on the Effective Date. Risk of loss of any tangible media on which the Software is delivered will pass to User on delivery to carrier.
5. **User Responsibilities.**
 - 5.1. User is responsible and liable for all uses of the Software and Documentation resulting from access provided by User, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, User is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by User will be deemed a breach of this Agreement by User. User shall take reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the Software, and shall cause Authorized Users to comply with such provisions.
 - 5.2. User represents, warrants, and covenants that if User or its Authorized Users discovers or causes any bugs, errors, or other integrity issues in the Software or Documentation, User will promptly provide written notice to LlamaIndex.
6. **Support.** LlamaIndex has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to User.

7. Evaluation Fee. The parties agree that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. User acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.
8. Confidential Information. From time to time during the Evaluation Period, LlamaIndex may disclose or make available to User information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to User at the time of disclosure; (c) rightfully obtained by User on a non-confidential basis from a third party; or (d) independently developed by User. User shall not disclose LlamaIndex’s Confidential Information to any person or entity, except to User’s employees who have a need to know the Confidential Information for User to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, User may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that User shall first have given written notice to LlamaIndex and made a reasonable effort to obtain a protective order; or (ii) to establish User’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, User shall promptly return to LlamaIndex all copies, whether in written, electronic, or other form or media, of LlamaIndex’s Confidential Information, or destroy all such copies and certify in writing to LlamaIndex that such Confidential Information has been destroyed. User’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to User; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
9. Intellectual Property Ownership; Feedback.
 - 9.1. User acknowledges that, as between User and LlamaIndex, LlamaIndex owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.
 - 9.2. If User or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), LlamaIndex is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. User hereby assigns to LlamaIndex on User’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and LlamaIndex is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LlamaIndex is not required to use any Feedback.
10. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS” AND LLAMAINDEX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LLAMAINDEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LLAMAINDEX MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. Indemnification. User agrees to indemnify, defend, and hold harmless LlamaIndex and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs (including attorneys’ fees) resulting from any third-party claim, suit, action, or proceeding based on User’s or User’s Authorized Users’ (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event LlamaIndex seeks indemnification or defense from User under this provision, LlamaIndex shall promptly notify User in writing of the claim(s) brought against LlamaIndex for which LlamaIndex seeks indemnification or defense. LlamaIndex reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of LlamaIndex’s choice. User may not enter into any third-party agreement, which would, in any manner whatsoever, affect LlamaIndex’s rights, constitute an admission of fault by LlamaIndex or bind LlamaIndex in any manner, without LlamaIndex’s prior written consent.

12. Limitations of Liability. IN NO EVENT WILL LLAMAINDEX BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LLAMAINDEX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LLAMAINDEX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).
13. Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 13, will continue in effect until the expiration of the Evaluation Period. LlamaIndex may terminate this Agreement at any time, without cause, upon ten (10) days prior written notice. LlamaIndex may terminate this Agreement on written notice to User if User materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within ten (10) days after receiving written notice thereof. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and User shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the LlamaIndex that the Software and Documentation has been deleted or destroyed. This Section 13 and Sections 3, 5, 8, 9, 10, 11, 12, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.
14. Miscellaneous.
- 14.1. No Publicity. Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental agency, in which case the party required to make the public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature, and extent of the public announcement prior to issuing the press release or making the public announcement.
- 14.2. Entire Agreement. This Agreement, together with any exhibits or schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- 14.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.
- 14.4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 14.5. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.6. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Wilmington and County of New Castle, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

14.7. Assignment. User may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of LlamalIndex. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

14.8. Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. User shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

14.9. US Government Rights. Each of the Documentation and the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if User is an agency of the US Government or any contractor therefor, User only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

14.10. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 or, in the case of User, Section 2, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.