v0

Private Alpha ≡

Pre-release Agreement

This Agreement governs your use of v0 by Vercel Labs during the pre-release period.

THIS VERCEL PRE-RELEASE AGREEMENT (THE "AGREEMENT") GOVERNS YOUR USE OF THE PRODUCT (AS DEFINED BELOW) AND IS BY AND BETWEEN VERCEL INC. ("VERCEL", "WE" OR "US") AND YOU. BY CLICKING "ACCEPT", BY ENTERING A PROMPT OR USING THE PRODUCT, YOU ARE CONFIRMING THAT YOU UNDERSTAND THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCT.

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH VERCEL ON AN INDIVIDUAL BASIS (WAIVING YOUR RIGHT TO A CLASS ACTION) THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1.

Definitions.

1.1 "Generated Code" means the source code that the Solution generates based on Your queries and prompts.

1.2 "Pre-release Period" means the period commencing on the Effective Date and ending on the

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earlier of one (1) month from the Effective Date or when Vercel notifies You of termination. Vercel may, at its sole discretion, extend the Pre-release Period in writing.

1.3 "Product" means the Solution and all associated documentation (if any) ("Documentation"), collectively.

1.4 "Solution" means the product, v0 by Vercel Labs.

2.

License Grant.

Subject to the terms and conditions of this Agreement, Vercel hereby grants You and Your employee users a non-exclusive, non-transferable, limited license (without the right to sublicense), solely for the Pre-release Period, to (i) access and use the Solution and allow Your employees to access and use the Solution to generate Generated Code; and (ii) use all associated Documentation in connection with such authorized use of the Solution; in all cases of i-ii solely for Your personal or internal business use purposes.

3.

Vercel AI Policy.

Your use of the Product is subject to the terms of the <u>Vercel AI Policy</u> and any third party AI provider terms, each of which are incorporated by this reference. Vercel may use Your prompts, queries and/or other input content to train and improve our products, including the Product.

4.

Permissions and Restrictions.

4.1 Permissions. By entering into this Agreement, You are agreeing to allow the Solution to connect to Your Vercel platform account. You must have a valid Vercel platform account in full force and effect to use the Product and Your use of the Vercel platform will remain subject to the terms of the applicable agreement for such Vercel platform. You are responsible for: (a) each of Your employee users hereunder and their compliance with the terms of this Agreement and (b) any prompts and/or queries You input into, or submit to, the Solution and any moderation and/or of the Generated Code. When You use the Solution, the Solution will generate Generated Code

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that You may copy or download for Your use.

4.2 Restrictions. You shall not, and shall not permit any third party to: (i) reverse engineer, reverse assemble, or otherwise attempt to discover the source code of all or any portion of the Solution; (ii) reproduce, modify, translate or create derivative works of all or any portion of the Product; (iii) export the Solution or assist any third party to gain access, license, sublicense, resell distribute, assign, transfer or use the Product; (iv) remove or destroy any proprietary notices contained on or in the Product or any copies thereof; or (v) publish or disclose the results of any benchmarking of the Products, or use such results for Your own competing software development activities, without the prior written permission of Vercel. You shall only use the Solution in compliance with all applicable laws and regulations, including, without limitation, any restrictions on using artificial intelligence or generative AI. You acknowledge and agree that the Product may provide the same or similar output and Generated Code to various users. By using the Solution, You agree that other users of the Solution will be able to see the Generated Code and image tiles of Your generations.

5.

Disclaimer of Warranty.

The Product is pre-release, time limited. You are responsible for the security of the environment in which You use the Solution and You agree to follow best practices with respect to security. YOU AGREE THAT VERCEL AND ITS LICENSORS PROVIDE THE PRODUCTS AND GENERATED CODE ON AN "AS IS" AND "WHERE-AS" BASIS. NEITHER VERCEL NOR ITS LICENSORS MAKE ANY WARRANTIES WITH RESPECT TO THE PERFORMANCE OF THE PRODUCT OR GENERATED CODE, OR THE APPROPRIATENESS OF THE GENERATED CODE FOR YOUR PROJECT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND VERCEL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, GENERATED CODE MAY INCLUDE ERRORS AND BUGS.

6.

Intellectual Property Rights; Support and Feedback.

6.1 Vercel Rights. All rights, title and interest in and to the Product and any improved, updated, modified or additional parts thereof, shall at all times remain the property of Vercel or its licensors. Nothing herein shall give or be deemed to give You any right, title or interest in or to the same

except as expressly provided in this Agreement. Vercel reserves all rights not expressly granted herein.

6.2 Your Rights. As between You and Vercel, You own the Generated Code and Vercel assigns to You rights in the Generated Code, subject to any rights that another user of the Product has in the same Generated Code.

6.3 Support. Notwithstanding the disclaimer of warranty above, Vercel may, but is not required to provide You with support on the use of the Product, in its sole discretion.

6.4 Feedback. You agree to make reasonable efforts to provide Vercel with oral feedback and/or written feedback related to Your use of the Product, including, but not limited to, a report of any errors which You discover in the Solution or related documentation. Such reports, and any other materials, information, ideas, concepts, feedback and know-how provided by You to Vercel concerning the Product and any information reported automatically through the Product to Vercel ("Feedback") will be the property of Vercel. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback, and the related intellectual property rights, to Vercel and agree to assist Vercel, at Vercel's expense, in perfecting and enforcing such rights.

7.

Limitation of Liability; Allocation of Risk; Indemnity.

7.1 Limitation of Liability. NEITHER VERCEL NOR ITS LICENSORS SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR DATA OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF VERCEL OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VERCEL'S DIRECT DAMAGES EXCEED ONE HUNDRED DOLLARS (US $100.00). ADDITIONALLY, IN NO EVENT SHALL VERCEL'S LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND.

7.2 Allocation of Risk. You and Vercel agree that the foregoing Section 7.1 on limitation of liability and the Section 5 above on warranty disclaimer fairly allocate the risks in the Agreement between the parties. You and Vercel further agree that this allocation is an essential element of the basis of the bargain between the parties and that the limitations specified in this Section 7 shall apply notwithstanding any failure of the essential purpose of this Agreement or any limited remedy hereunder.

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7.3 Indemnity. You will defend, indemnify and hold harmless Vercel and its affiliates and third party licensors from and against any claims, losses and expenses (including attorneys' fees) arising from or relating to Your use of the Product, including, without limitation, any Generated Code or products or services that You develop from or in connection with the Generated Code, any claims by a third party or another user of the Products that Your Generated Code infringes or misappropriates their intellectual property rights and/or Your breach of applicable law.

8.

Confidentiality.

All information regarding the Product, including, without limitation, any Feedback, the existence of this Agreement and the functionality of the Product is considered Vercel's confidential information. You shall not use or disclose such confidential information other than to perform and exercise Your rights under this Agreement.

9.

Term and Termination.

9.1 Term and Termination. Upon the expiration of the Pre-release Period unless otherwise extended in writing by Vercel in its sole discretion, this Agreement terminates and unless You and Vercel have entered into a subsequent written license agreement You and each of Your employee users must cease use of the Product.

9.2 Termination. You may terminate this Agreement at any time by ceasing use of the Product. This Agreement will terminate immediately upon written notice from Vercel if You fail to comply with any provision of this Agreement. Except for Section 2 ("License Grant"), all Sections of this Agreement shall survive termination. On termination of this Agreement, You and each of Your employee users must cease using the Solution and Vercel may destroy all of Your prompts, queries and/or data that You have submitted to the Solution. Notwithstanding the foregoing, You may continue to use Your Generated Code on termination in accordance with the terms of this Agreement which shall survive as to Your use of such Generated Code.

10.

Government End Users.

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The Product provided under this Agreement is commercial computer software programs developed solely at private expense. As defined in U.S. Federal Acquisition Regulations (FAR) section 2.101 and U.S. Defense Federal Acquisition Regulations (DFAR) sections 252.227-7014(a)(1) and 252.227-7014(a)(5) (or otherwise as applicable to You), the Product licensed in this Agreement is deemed to be "commercial items" and "commercial computer software" and "commercial computer software documentation." Consistent with FAR section 12.212 and DFAR section 227.7202, (or such other similar provisions as may be applicable to You), any use, modification, reproduction, release, performance, display, or disclosure of such commercial Product or commercial Product documentation by the U.S. government (or any agency or contractor thereof) shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.

General Provisions.

11.1 Miscellaneous. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. This Agreement may not be assigned, sublicensed or otherwise transferred by either party without the other party's prior written consent except that either party may assign this Agreement without the other party's consent to any entity that acquires all or substantially all of such party's business or assets, whether by merger, sale of assets, or otherwise, provided that such entity assumes and agrees in writing to be bound by all of such party's obligations under this Agreement. In the event any judicial proceeding, lawsuit or claim is brought by one party against the other party in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable fees and costs, including but not limited to attorneys' fees, expert witness fees, consultant fees, and related costs and expenses. This Agreement constitutes the parties' entire understanding regarding the Product, and supersedes any and all other prior or contemporaneous agreements, whether written or oral. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement shall not be affected thereby.

11.2 Governing Law. This Agreement shall be governed by the laws of the State of California, FAQ Terms API Privacy ▲

U.S.A. without regard to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

11.3 Arbitration Agreement. Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and Vercel expressly agree and intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement. For purposes of this Section, "Claims" means collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to (i) the Product or Generated Code, including any and all contents, materials and software related thereto, and/or (ii) Your use of the Product or Generated Code.

11.3.1 Informal Dispute Resolution. If any Claim arises out of or relates to the Product or Generated Code or this Agreement, other than as may be provided herein, then You and Vercel agree to send notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it. Vercel's notice to You will be sent based on the most recent contact information that You provided Vercel. If no such information exists or if such information is not current, Vercel has no obligation under this Section. For a period of sixty (60) days from the date of receipt of notice from the other party, You and Vercel will engage in a dialog to attempt to resolve the Claim, though nothing will require either You or Vercel to resolve the Claim on terms with respect to which You and Vercel, in each of the parties' sole discretion, is not comfortable.

11.3.2 Applicable Law. If You and Vercel cannot resolve a Claim, within sixty (60) days of the receipt of the notice, then You agree that that any such Claim and all other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration relating to Your use of the Product or Generated Code, will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, You and Vercel agree that California state law or United States federal law shall apply to, and govern, as appropriate, any and all Claims or disputes arising between You and Vercel regarding this Agreement and the Product or Generated Code, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an

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arbitrator must follow the terms of this Agreement as a court would. THIS SECTION, INCLUDING THE PROVISIONS ON BINDING ARBITRATION AND CLASS ACTION WAIVER, SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, YOUR ACCOUNT OR THE PRODUCT.

11.3.3 Arbitration Request. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Vercel at 440 N Barranca Ave #4133, Covina, CA 91723. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Francisco, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and (https://www.jamsadr.com)[https://www.jamsadr.com].

11.3.4 Fees. You and Vercel will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Vercel to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Vercel will have the right to elect to pay the fees and costs and proceed to arbitration. Arbitration rules may permit Vercel to recover attorneys' fees. Vercel will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

11.3.5 Class Action Waiver. YOU AND VERCEL EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and Vercel each agree that such proceeding shall take solely by means of judicial reference pursuant to California Code of Civil Procedure section 638.

11.3.6 Exceptions. Notwithstanding the agreement to resolve all disputes through arbitration, You or Vercel may bring suit in court to enjoin infringement or other misuse of intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not including privacy rights). You or Vercel may also seek relief in small claims court for Claims within the scope of that court's jurisdiction. In the event that the arbitration provisions above are found not to apply to You or to a particular Claim, either as a result of Your decision to opt-out of the arbitration provisions or as a result of a decision by the arbitrator or a court order, You agree that the venue for any such Claim or dispute is exclusively that of a state or federal court located in San Francisco County, California. You and Vercel agree to submit to the personal jurisdiction of the courts located within San Francisco County, California for the purpose of litigating all such Claims or any other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement or Your use of the Product or Generated Code in th▲

event that the arbitration provisions are found not to apply. In such a case, should Vercel prevail in litigation against You to enforce its rights under this Agreement, Vercel shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which Vercel may be entitled.

11.3.7 Restrictions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR VERCEL WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR VERCEL MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED. "Commencing" means, as applicable: (i) by delivery of written notice as set forth herein; (ii) filing for arbitration with JAMS as set forth herein; or (iii) filing an action in state or federal court. This provision will not apply to any legal action taken by Vercel to seek an injunction or other equitable relief in connection with any losses (or potential losses) relating to the Product or Generated Code, intellectual property rights of Vercel, and/or Vercel's provision of the Product or Generated Code.

11.3.8 Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of Your decision to opt-out to: privacy@vercel.com with the subject line "COMPANY ARBITRATION AND CLASS ACTION WAIVER OPT-OUT". The notice must be sent within thirty (30) days of Your first use of the Product or Generated Code, otherwise You shall be bound to arbitrate any disputes in accordance with this Agreement providing for binding arbitration. If You opt-out of these arbitration provisions, Vercel also will not be bound by them.

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