

RESET Air Accredited Data Provider Agreement

Contract Number: PS-----

This RESET Agreement is made between:

**Party A:**
**Legal Address:**Hereby referenced as “Party A”.

and

**Party B:** GIGABASE Environmental Consulting (Shanghai) Co., Ltd.
Legal Address): 1F-B, 102 Lixi Rd, Changning District, Shanghai, China 200050
Hereby referenced as “Party B”.

whereby Party A wishes to become a RESET Air Accredited Data Provider. Both parties reach the agree to the following:

1. **Definitions**As used in this Agreement, the terms below shall have the following meanings:

	* 1. “*Data Provider Platform*” means Party A’s software system, including, but not limited to, installable applications, web applications, and Application Programming Interfaces (API) that is capable of interacting with the RESET API, and any other software system, applications and websites owned by Party A.
		2. *“RESET Assessment Cloud”* means an online tool developed by Party B and used by clients to evaluate the performance of projects against the RESET Standard for benchmarking and/or certification purposes.
		3. *“RESET Air Accredited Data Provider”* (Hereinafter “RESET Air ADP”) means a Data Provider Platform accredited by Party B for submitting data collected from air quality monitors to the RESET Assessment Cloud on behalf of projects pursuing RESET Air Certification and/or benchmarking project performance against the RESET Standard.
		4. “*RESET API*” means a function that allows for RESET Air Accredited Data Providers to integrate and automate such integration of their air quality data into the RESET Assessment Cloud.
		5. *“Client”* means a company or individual using different and complimentary services from both Parties. Specifically, a Client is a user of Party A’s Application(s) having agreed to Party A’s Terms & Conditions guiding the use of Party A’s Application. A Client is simultaneously a user of the RESET Assessment Cloud, having agreed to Party B’s Terms & Conditions guiding the use of RESET Assessment Cloud. Both Party A and Party B recognize that the data being transferred to the RESET Assessment Cloud via the RESET API belongs to the Client.
2. **Requirements**
	1. **API Connection**To become a RESET Air ADP, Party A must successfully connect its Data Provider Platform to the RESET Assessment Cloud, currently hosted on https://[cloud.reset.build](http://www.reset.build)/, using the RESET API. The right to use the RESET API and connect its Data Provider Platform to the RESET Assessment Cloud is limited to Party A, and is worldwide, non-exclusive, non-transferable right that cannot be licensed to other parties. Party A may change the URL at which its Data Provider Platform is hosted, but must notify Party B prior to doing so.

	Disconnection of the Data Provider Platform from the RESET API will result in the loss of the RESET Air ADP designation, should the disconnection not be re-established within three (3) months of being notified of the disconnection by Party B. Disconnection of the Data Provider Platform from the RESET API at the fault of Party B will not result in the loss of the RESET Air ADP designation.

	Party B reserves the right to update the RESET API at its discretion. Party A will be notified of such updates one (1) month prior to the deployment of the update. Previous versions of the RESET API will not be deprecated for a period of eighteen (18) months following the deployment of the update to ensure no interruption in customer functionality through the Data Provider Platform.
	2. **Data Validity**Data submitted via the RESET API must be according to the following Data Submission Protocol:The Data Provider Platform will submit indoor air quality data pertaining to the related RESET Project(s) at the very least, once a day, parsed into 30 minute averages where the 30 minute averaged data are averaged on the 30 minute mark (e.g. all data between 1:00 and 1:30 are averaged as 1:30’s data).

	Party A must certify, by executing this agreement, that to the best of your knowledge, the data being submitted to the RESET Assessment Cloud is true and has not been maliciously altered and/or falsified in any way to misrepresent the air quality of a project.

	On a need be basis, but no more than twice a year, Party B reserves the right to randomly audit data from the Data Provider Platform wherein data could be falsified.

	Discovery that the Company has intentionally falsified data submitted via the RESET API will result in the immediate loss of the RESET Air ADP designation.
	3. **Data Accessibility**
	The Data Provider Platform must demonstrate to Party B a way for users to view the data via screenshots.
3. **Settlement and Payment**
	1. **Fees**
	Please refer to invoice. Pricing can also be found on this webpage: https://reset.build/programs/dataproviders/process
4. **Term**
The Term of this Agreement begins on Month X, 2021 (“Effective Date”), ends on Month X, 2022, and renews automatically for successive one (1) year terms (i.e. on the same terms as set out in this Agreement), unless either party notifies the other that it does not wish to renew at least ninety (90) days in advance of the end of the Term or unless sooner terminated in accordance with this Agreement (the “Term”).
5. **Support and Validation**Support documentation for the RESET API can be found at https://doc.reset.build/providers/v2. During the term of this Agreement and within commercial reason, Party B will be available to answer Party A’s questions regarding the use and implementation of the API.

Both Parties shall identify a single point of contact for communication and support activities. Party B will assist Party A with necessary validation support in a timely manner. Party B will make utmost commercial efforts to ensure connectivity and availability to RESET API to support the Data Provider Platform.
6. **Changes to RESET Terms or Requirements**Party B may change the requirements of the RESET Air ADP at any time, provided:
	* 1. Party B has provided Party A with at least 12 months’ written notice of such changes.
7. **Intellectual Property Ownership**
Nothing in this Agreement transfers or assigns to one Party any of the other Party’s Intellectual Property Rights. Updates made to the RESET API based on Your feedback will belong to RESET.
8. **Use of Trademark(s)**RESET (the “Mark”) and the RESET logo (the “Logo”) are trademarks (the “Trademarks”) owned by Party B.

During the term of this Agreement, Party B grants Party A the right to use the Trademarks in association with the RESET Air ADP designation, for marketing or promotional purposes on Party A’s corporate website(s) and in other public or private communications with your existing or potential clients.

Party A grants Party B the right to use Party A’s company name and logo in association with the RESET Air ADP designation on Party B’s corporate website(s) and in other public or private communications with our existing or potential clients.
9. **Warranty & Indemnity**
	1. **Warranties**Party B and the Party A shall ensure that the performance of their obligations under this Agreement does not conflict or interfere with any existing commitment or obligations they may have.Additionally;

	Party A represent and warrant that:

		1. Party A must be solely responsible for any of the Data Provider Platform’s warranties, whether express or implied by law, to the extent not effectively disclaimed.
		2. Party A have permission from the Client to transfer their relevant data to the RESET Assessment Cloud via the RESET API.

Party B represents and warrants that:

* + 1. The RESET API and RESET Assessment Cloud is an original work and does not and will not infringe any patent, copyright, trademark, design, intellectual property or proprietary right, or confidential information or trade secret whatsoever and there are no claims against Party B in respect thereof;
		2. Party B has obtained any and all third-party licenses and consents (including the right to sublicense the same to the Company) necessary to enable the Company to use the RESET Assessment Cloud, the RESET API, and all Trademarks royalty-free, perpetually in accordance with the terms of this Agreement;
	1. **Indemnities**In the event of any breach by either Party of any of the warranties as set out in this Clause 9, the breaching Party shall indemnify the other Party (the “Innocent Party”) and hold the Innocent Party harmless against all liability, loss, damages, costs and expenses (including legal expenses on an indemnity basis) awarded against or incurred or paid by the Innocent Party (including any liability incurred by the Innocent Party to any of its Clients in connection with the breaching Party’s breach of warranty).
	2. **Claims**As set out in this Agreement,Party A and the Clients using the Data Provider Platform acknowledge that Party A, not Party B, are responsible for addressing any claims, excluding claims related to the RESET Assessment Cloud or the RESET API, of the Data Provider Platform user or any third party relating to the Data Provider Platform or Your End User’s possession and/or use of Your application, including, but not limited to:
	(i) product liability claims;
	(ii) any claim that the Data Provider Platform fails to conform to any applicable legal or regulatory requirement; and
	(iii) claims arising under consumer protection or similar legislation.
1. **Revocation**
Party B shall revoke and/or disconnect Party A’s access only upon giving You written notice to identify the failure or violation and Party A fails to correct the failure or violation within ninety (90) calendar days after the receipt of the notice.

Party A understand and agree that Party B may disconnect and/or revoke access of the Data Provider Platform to the RESET API. Party B may do this if:

	* 1. Any of Party A’s access credentials have been compromised or Party B has reason to believe that either has been compromised;
		2. Party B has reason to believe that the Data Provider Platform damages, corrupts, degrades, destroys, or otherwise adversely affects the system it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or used by the Application, or violates, misappropriates, or infringes the rights of a third party or of Party B;
		3. Party A breach any term or condition of this Agreement;
		4. Any information, documents, representation, warranty or certification provided by Party A to Party B for the purpose of the Data Provider Platform or this Agreement is false, untrue or inaccurate;
2. **Confidentiality**
	1. **Information Deemed Confidential**For the purposes of this Agreement:

	Party B agrees that any data provided by the Party A to Party B via the RESET API, and any data in relation to the Clients’ personal data (including but not limited to name, address, location, contact details, project performance data), shall be deemed as “Confidential Information”.

	Notwithstanding the foregoing, Party B and Party A Confidential Information will not include:

		1. Information that is generally and legitimately available to the public through no fault or breach of either Party,
		2. Information that is generally made available to the public by the disclosing Party,
		3. Client information generally made available by the Client,
		4. Information that is independently developed by either Party without the use of any of the other Party’s Confidential Information,
		5. Information that was rightfully obtained from a third party who had the right to transfer or disclose it to either Party without limitation, or
		6. Information that was required to be disclosed by a court order or applicable public records law.
	2. **Confidentiality Obligations**Each Party agrees that it shall use the Confidential Information only for the purpose and in the manner as stated in this Agreement.

	The Parties agree that unless they have the other Party’s prior written consent, it shall:

		1. Keep the Confidential Information confidential at all times;
		2. Effect and maintain adequate security measures to safeguard the Confidential Information from unauthorized access or use; and
		3. Disclose the Confidential Information to that Party’s personnel or professional advisors on a *need to know* basis only and, in that case, that Party shall ensure that any personnel or professional advisor to whom it discloses the Confidential Information is aware of and complies with this Clause 11.1.

		Each Party may only disclose the Confidential information to the extent required by law, provided that the Party take reasonable steps to notify the other Party of such requirement before disclosing the Confidential Information and to provide reasonable assistance to the other Party in protecting the Confidential Information. Each Party acknowledges that damages for improper disclosure of the Confidential Information may be irreparable; therefore, each Party is entitled to seek equitable relief, including injunction and preliminary injunction.

		The provisions of this Clause shall survive the termination and expiration of this Agreement for any reason whatsoever.
3. **Termination**
	1. **Termination**This Agreement and all rights and licenses granted by Party B hereunder and any services provided hereunder will terminate, effective immediately upon notice from the aggrieved Party if the other Party fails to comply with any term of this Agreement;

In the event that the Party A is to terminate this Agreement as per this clause 12, in addition to the other rights of the Party A as set out in this Agreement or in the relevant laws, Party A shall be entitled to obtain a refund of the Connection Fees or renewal fees in respect to the unused portion of the Agreement in respect of any breach of Party B’s obligations under this Agreement, or any breach of Party B’s representations or warranties as set out in this Agreement.

* 1. **Effect of Termination**Neither Party shall be liable for compensation, indemnity, or damages of any sort incurred solely as a result of the termination this Agreement in accordance with its terms. Termination of this Agreement will be without prejudice to rights or remedies of the Parties, whether existing at the date of termination or in the future.
1. **Limitation of Liability**
To the extent not prohibited by applicable law, neither party shall be liable for any punitive damages. In no event shall either party be liable for property damages under this agreement in excess of the amount of the full fee paid by Party A. In addition, Party B is not responsible for any services that Party A may develop or use as a result of Party A’s application.
2. **General Legal Terms**

	* 1. **Independent Development**Nothing in this Agreement will impair Party A or Party B and its affiliates’ and subsidiaries’ right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Party B and its affiliates and subsidiaries or the Data Provider Platform or any other products or technologies that Party A may develop, produce, market, or distribute.
		2. **Notices**Unless otherwise stated, all notices required under this Agreement must be in writing and will be considered given upon personal delivery of a written notice, upon delivery by overnight or private courier, or upon confirmation of transmission by electronic mail addressed to the parties.
		3. **Waiver, Construction, Severability**Failure by Party A or Party B to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafted will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.
		4. **Dispute Resolution**This contract is governed by and construed in accordance with the laws of the People's Republic of China.
		5. **Entire Agreement; Governing Language**This Agreement constitutes the entire agreement between the parties with respect to the use of the RESET API licensed hereunder and supersedes all prior understandings and agreements regarding its subject matter. This Agreement may be modified only by a written amendment signed by both parties.

**IN WITNESS WHEREOF, the parties have executed this Agreement:**

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| --- | --- |
|  |  |
| Signed: | Signed: |
| Name:  | Name:  |
| Title: Date: | Title: Date: |