

# Amplify API Terms of Use

Thank you for using the Outbrain application programming interfaces (the “Outbrain APIs”). By using the Outbrain APIs, you agree to the terms below. Outbrain reserves the right to update and change these terms from time to time without notice.

## 1. Licensed Uses and Restrictions.

The Outbrain APIs are owned by Outbrain and are licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions set forth herein. These terms define legal use of the Outbrain APIs, including all updates, revisions, substitutions, and any copies of the Outbrain APIs made by or for you. All rights not expressly granted to you are reserved by Outbrain. You shall not:

- (a) Use the Outbrain APIs to spam or otherwise harass others.
- (b) Attempt to cloak or conceal your identity or your application’s identity when requesting authorization to use Outbrain APIs.
- (c) Use the Outbrain APIs for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code.
- (d) Use the Outbrain APIs in any manner or for any purpose that violates any law or regulation, or any rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.
- (e) Use the Outbrain APIs in a manner that adversely impacts the stability of Outbrain’s servers or adversely impacts the behavior of other applications using the Outbrain APIs. Further, Outbrain reserves the right to rate limit or block applications that make a large number of calls to the API that are not primarily in response to direct user actions.
- (f) Sell, lease, or sublicense the Outbrain APIs or access thereto or derive revenues from the use or provision of the Outbrain APIs, whether for direct commercial or monetary gain or otherwise, except as set forth below.
- (g) Use the Outbrain APIs for any other purpose other than reviewing or analyzing your campaign performance.

## 2. Brand Assets.

Outbrain grants to you a limited, worldwide, non-exclusive, royalty free license to use, reproduce, publish, perform and display Outbrain’s trademarks, service marks and logos (collectively, “Outbrain Marks”), strictly in accordance with your obligations and rights hereof. You agree to

adhere to Outbrain's style guide with any use of the Outbrain Marks. Any deviation therefrom shall be subject to Outbrain's sole discretion and prior written consent. All goodwill arising out of your use of any of the Outbrain Marks shall inure solely to the benefit of Outbrain.

### 3. Ownership and Relationship of Parties.

The Outbrain APIs may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Outbrain's rights apply to the Outbrain APIs and all output and executables of the Outbrain APIs, excluding any software components developed by you which do not themselves incorporate the Outbrain APIs or any output or executables of the Outbrain APIs. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. Outbrain owns all rights, title, and interest in and to the Outbrain APIs. These terms grant you no right, title, or interest in any intellectual property owned or licensed by Outbrain, including (but not limited to) the Outbrain APIs and Outbrain Marks. You shall properly disclose in your application via your online privacy policy or otherwise that you are utilizing Outbrain APIs.

### 4. Support.

Outbrain may elect to provide you with support or modifications for the Outbrain APIs (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. Outbrain may change, suspend, or discontinue any aspect of the Outbrain APIs at any time, including the availability of any Outbrain APIs. Outbrain may also impose limits on certain features and services or restrict your access to parts or all of the Outbrain APIs or the Outbrain web site without notice or liability.

### 5. Fees and Payments.

Outbrain is committed to free and open access to our APIs. However, providing the APIs does have real costs for Outbrain. For uses of Outbrain APIs over a certain rate or for certain types of commercial applications, Outbrain reserves the right to charge fees for future use of or access to the Outbrain APIs. Outbrain will provide prior written notice of any decision to charge Partner for its particular use.

### 6. Term.

The license granted for the Outbrain APIs hereunder shall continue until terminated by either party. You may terminate the license by discontinuing use of all or any of the Outbrain APIs.

Outbrain may terminate the license at any time for any reason. Your rights to use the Outbrain APIs terminate automatically if (i) you violate any of these terms, (ii) Outbrain sends a written notice of termination to you, or (iii) Outbrain disables your access to the Outbrain APIs.

## 7. Disclaimer of Any Warranty.

Some of the Outbrain APIs may be experimental and not tested in any manner. Outbrain does not represent or warrant that any Outbrain APIs are free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid. Notwithstanding the foregoing, Outbrain will use best efforts to correct any inaccuracies, errors, bugs, or interruptions to the Outbrain APIs in a timely manner.

The Outbrain APIs are provided “as is” with no warranty, express or implied, of any kind and Outbrain expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and/or non-infringement.

Your use of the Outbrain APIs is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of any Outbrain APIs including, but not limited to, any damage to your computer system or loss of data.

## 8. Limitation of Liability.

Outbrain shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the Outbrain APIs, whether based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise), or any other pecuniary loss, whether or not Outbrain has been advised of the possibility of such damages. Under no circumstances shall Outbrain be liable to you for any amount.

## 9. Exclusions and Limitations.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 6 and 7 may not apply to you.

## 10. Release and Waiver.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Outbrain, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other

partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Outbrain APIs. If you are a California resident, you waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits that you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

## 11. Hold Harmless and Indemnity.

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Outbrain and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Outbrain APIs, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Outbrain shall use good faith efforts to provide you with written notice of such claim, suit or action.

## 12. General Terms.

**Relationship of the Parties.** Notwithstanding any provision hereof, for all purposes hereof, you and Outbrain shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Outbrain, express or implied, and you shall not attempt to bind Outbrain to any contract.

**Invalidity of Specific Terms.** If any provision hereof is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

**Location of Lawsuit and Choice of Law.** These terms and the relationship between you and Outbrain shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and Outbrain agree to submit to the personal jurisdiction of the courts located within the county of New York.

No Waiver of Rights by Outbrain. Outbrain's failure to exercise or enforce any right or provision hereof shall not constitute a waiver of such right or provision.

Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms herein. Any construction or interpretation to be made hereof shall not be construed against the drafter.