



# API License Agreement

*for the use of the Ai Applied API service*

This Content License Agreement (the "Agreement") is between you and Ai Applied ("Company") and governs your use of certain analytical information resulting from news and Social Media analysis or analysis of textual information provided by you ("Content") made available and provided by Ai Applied (the "API"), which may be used by you in connection with the online services you provide, which would allow users to use and access information about Social Media users and their Content or annotated information provided by you (your "Service"). Company is willing to license such Content to you, subject to and in accordance with the terms and conditions of this Agreement and Terms and Conditions of respective Social Media services. You must read and accept these terms and conditions in order to access and use the Content. By accessing and using the Content, you are consenting to be bound by this Agreement. If you are agreeing to these terms on behalf of a business, you represent and warrant that you have authority to bind that business to this Agreement, and your agreement to these terms will be treated as the agreement of the business. In that event, "you" and "your" refer herein to that business. If you or your employer have entered into a separate written agreement with Company governing your use of the Content, then the terms and conditions of that separate agreement will prevail and govern, and any conflicting terms of this Agreement will not be given effect.

## 1. Content License

Subject to your continuous compliance with the terms and conditions of this Agreement, including the Content Use Restrictions (as described below), Company grants you a nonexclusive, revocable license to use the Content to: (i) use, reproduce, distribute, transmit, publicly display and publicly perform the Content thereof, solely on and through your Service. (ii) modify the Content in order to format it for and display it on your Service.

## 2. Content Delivery

Company will make the Content available to you electronically (the "API").

### **3. Ownership**

Company expressly acknowledges that you own all worldwide right, title and interest in and to the Content, including all worldwide intellectual property rights therein after the transfer of Content. Any and all rights not specifically granted herein to you are reserved by Company.

### **4. Support**

Company will make available its web and email based support services for the API which provides you with access to its knowledgebase archive to assist in troubleshooting and answering questions of a general nature regarding the API. You are responsible for providing all support and/or technical assistance to your end users regarding the use of your Service (including any issues related to the Content and the API). Company will not provide support and/or technical assistance directly to your end users.

### **5. Privacy Policy**

The Company guarantees full privacy of the information provided by you within technical reasonability and feasibility and commits to never share this information with third parties without seeking explicit permission from you. We never save information provided by you through the API.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers accordingly.

### **6. Your Obligations**

#### **(i) Restrictions**

Your license to use the Content as provided herein is expressly contingent upon your compliance at all times with the following terms and conditions ("Content Use Restrictions"):

(a) No Redistribution: Unless expressly authorized by Company, you may not distribute, sublicense, lease, rent or re-syndicate the API on a stand-alone basis, or display or perform the Content anywhere except on your Service. You may not authorize any third parties to do anything that would violate these Content Use Restrictions.

(b) No Conflicting Uses: You may not use the Content or API to replicate, frame or mirror the services offered by the Company or the API. Except with the prior written consent of Company, you may not engage, directly or indirectly, in any business activity, if such business



activity conflicts with, or places you in a conflicting position to that of Company or the services of the Company or API, or is specifically intended to purposefully divert and/or drive audience traffic away from the services of the Company or API. Except as expressly authorized herein, you may not develop or instruct any third party to develop a web site that reasonably may be deemed to be competitive with the Company Service (for instance by duplicating Content or featuring and displaying portions of Content) unless Company provides written consent to you prior to the undertaking of the development and launch of such web site.

(c) Content Use.

You will not use the Content or API to:

- \* contain or promote sexually explicit, lewd and/or pornographic materials, or depictions of violent or sexual acts;
- \* promote violence, hate, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- \* be libelous, defamatory, knowingly false or misrepresent another person;
- \* harass, threaten, abuse or insult end users or any other person;
- \* be unlawful or facilitate the violation of any applicable law, regulation or governmental policy; or promote illegal activities;
- \* infringe upon the intellectual property rights of any third party, including the copyrights, trademarks, trade names, trade secrets or patents of such third party;
- \* offer or disseminates any fraudulent goods, services, schemes or promotions, including any make- money-fast schemes, chain letters, or pyramid (ponzi) schemes;
- \* violate the privacy, publicity, moral or any other right of any third party; or
- \* be harmful to the Company Service or any end user's or other third party's systems and networks, including any transmissions which may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal information.

(d) No Interference.

You will not attempt to interfere with or disrupt the API or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Content). You may not use or access the Content or API for purposes of monitoring its or the Company Service's availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not (or attempt to) interfere, disrupt or disable any features or functionality that is embedded or included with the Content or API.

(ii) Compliance.

You must comply with all laws, statutes, ordinances and regulations that are applicable to your provision of Content to your end users and other activities under this Agreement.

(iii) Representations.

You represent and warrant that you have the necessary power and authority to enter into this Agreement and to perform the obligations hereunder and to grant all of the rights granted under this Agreement.

## **7. Termination**

Company may immediately suspend access to the Content and/or terminate this Agreement at any time, for any reason or no reason, with 60 day prior notice (including by email) to you. Company will not be liable for any costs, expenses, or damages as a result of its termination of this Agreement.

## **8. Payments**

A valid international banking (SWIFT/IBAN enabled) account is required for paying accounts. Free accounts are not required to provide notification or other information to Company. Fees, rate limits and effective dates for the API and other services provided by Company are negotiated separately from the API License Agreement.

The use of API are billed in retrospect on a monthly basis and the fee is non-refundable. There will be no refunds or credits for partial use or upgrade/downgrade refunds. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing or banking authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes and Canadian provincial and federal goods and services (GST) taxes.

Downgrading your API subscription may cause the loss of content, features, or capacity of your account. Company does not accept any liability for such loss.

Prices of any API or services provided by Company may change upon thirty (30) days notice to you. Such notice may be provided by contacting you using the contact information you have provided to us.

Company will not be liable to you or to any third party for any modifications, price changes, or suspension or discontinuation of the API or services provided by Company.



## 9. Disclaimer

The Content and API are provided "AS IS" on an "AS AVAILABLE" basis without warranty or condition of any kind. Company disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties or conditions arising out of course of dealing or usage of trade. Company is not responsible or liable (and makes no representation or warranty) for the accuracy, content, completeness, legality, reliability, or availability of the Content.

## 10. Indemnification

You will indemnify, defend (or settle) and hold Company harmless from any and all claims, damages, liabilities, actions, judgments, costs and expenses (including reasonable attorneys entitled to recover its reasonable fees) brought by a third party arising out of or in connection with (i) your unauthorized use of the Content; or (ii) your breach or alleged breach of any of your obligations or representations under this Agreement.

## 11. Limitation of Liability

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, OR USE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE CONTENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 12. General

This Agreement will be governed by and construed in accordance with the laws of the Netherlands, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Amsterdam, the Netherlands and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. You may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Company's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. The parties to this Agreement are

independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

### **13. Changes to the API License Agreement**

We may change this agreement at any time. You can review the most current version of these terms by clicking on the "API Licensing Agreement" [hypertext link](#) located at our website's contact page. You are responsible for checking these terms periodically for changes. If you continue to use the API and services provided by Company after we post changes to these API Licensing Agreement, you are signifying your acceptance of the new terms.