

# Content Sublicensing Agreement

Last Updated: March 31, 2026

BY CLICKING "I ACCEPT," PURCHASING ACCESS TO LICENSED CONTENT VIA THE CLOUD MARKETPLACE, OR ACCESSING THE API KEY, WHICHEVER IS EARLIER ("EFFECTIVE DATE") LICENSEE ("YOU", "LICENSEE") AGREES TO BE BOUND BY THIS AGREEMENT WITH SIMPLEFEED, INC. ("WE", "US", "OUR", "LICENSOR"). IF LICENSEE IS ACCESSING AND USING LICENSED CONTENT ON BEHALF OF A COMPANY (SUCH AS LICENSEE'S EMPLOYER) OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE HAS THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT CASE, "YOU" AND "LICENSEE" WILL REFER TO THAT ENTITY.

## 1. Definitions.

### (a)

"**AI Applications**" means artificial intelligence applications and agents which use large language models or machine learning models or other artificial intelligence technology.

### (b)

"**Cloud Platform**" means the third-party cloud hosting provider and marketplace (e.g., AWS, Azure, GCP) through which the Licensee licenses the Licensed Content.

### (c)

"**Enriched Data**" means the Licensed Content that has been cleansed, vectorized, meta-tag enhanced, summarized, and structured by Licensor.

**(d)**

"**Grounding**" means the use of inference-time instructions, policies or controls that govern or limit the content of an artificial intelligence system's response by requiring such response to be based on specified inputs, retrieved materials, or authorized sources, and that do not involve (i) training, fine-tuning, updating enhancing or otherwise modifying model parameters or weights or (ii) the incorporation of the Enriched Data into the artificial intelligence system.

**(e)**

"**Licensed Content**" means, collectively, (i) the text, image, audio, and video content originally created by Third-Party Publishers and (ii) Enriched Data.

**(f)**

"**Licensor Technology**" means, collectively, the APIs, RAG Service, and any other technology or software made available by Licensor under this Agreement, including all updates, enhancements and modifications thereto, and all intellectual property rights in any of the foregoing.

**(g)**

"**Output**" means the results generated by Licensee's AI Applications, applications, agents or services utilizing the Enriched Data.

**(h)**

"**RAG Service**" means Licensor's Model Context Protocol (MCP) server for Retrieval-Augmented Generation, Inference, and Grounding.

**(i)**

"**Summary Results**" means any condensed descriptions or summaries of the Licensed Content and Enriched Data.

**(j)**

"**Third-Party Publishers**" means a third-party rights holder that owns or controls the Licensed Content.

## **2. API Terms.**

By accessing or using Licensed Content, Licensee agrees to be bound by the terms and conditions governing use of the application programming interfaces ("**APIs**") located at <https://www.simplefeed.com/api-terms/> which are hereby incorporated by reference into this Agreement.

## **3. Licenses; Attribution; Delivery.**

### **(a) License Grant to The Licensed Content.**

Subject to the terms and conditions of this Agreement (including, but not limited to full payment of applicable Fees), Licensors hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the RAG Service to obtain the Licensed Content for the purpose of allowing one AI Application to retrieve and reference the Licensed Content for Inference and Grounding of one AI Application. Each AI Application using the RAG Service will need its own API key.

### **(b) Attribution.**

Licensed content can only be displayed to AI Application users using less than 5% of any specific content item. If Licensee displays, presents, or otherwise makes available Summary Results or attributes specific data points in its Output, Licensee must include in its Output: (i) a prominent textual reference identifying the appropriate Third-Party Publisher positioned in proximity to the Summary Results or attributed data points; and (ii) a direct and functional hyperlink to the original source URL of the Licensed Content.

### **(c) Delivery.**

Upon successful purchase confirmation from the Cloud Platform, an API key will be generated and provisioned to Licensee's Cloud Platform account for Licensee to authenticate and authorize all requests to Licensor's RAG Service and to access Licensed Content from Licensor's data repositories.

### **(d) Reservation of Rights.**

(i) **Licensor.** Licensee's rights in and to the Enriched Data are limited to those rights expressly granted under this Agreement. As between the parties, Licensor reserves all right, title and interest in and to the Enriched Data (including, but not limited to vector embeddings, and metadata schema), Licensor Technology, all other and all goodwill related thereto other than the rights that are expressly granted to Licensee under this Agreement.

(ii) **Licensee.** As between the parties, Licensee retains all right, title and interest in and to its AI Applications and output generated by its AI Applications through the use of Enriched Data, subject to Licensee's compliance with this Agreement (including, but not limited to the attribution requirements in Section 3(b)).

## **4. Restrictions.**

Licensee shall only use the Licensed Content for the purpose set forth in Section 3(a). Except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Licensed Content, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Content (including, but not limited to publishing the Enriched Data in its original or summarized format); (iii) reverse engineer, disassemble, decompile, adapt, or otherwise attempt to derive or gain access to the source of the Licensed Content or methods used to compile the Licensed Content or generate the Enriched Data, in whole or in part; or (iv) use the Licensed Content to generate Output that: (1) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (2) violates, or encourages any conduct that would violate, any

applicable law or regulation or would give rise to civil liability; (3) is fraudulent, false, misleading or deceptive; (4) is defamatory, obscene, pornographic, vulgar or offensive; (5) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (6) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (7) promotes illegal or harmful activities or substances.

## 5. Fees.

Pricing for access to Licensed Content is established on a per-Third-Party Publisher basis and is set forth on Licensor's pricing webpage located at <https://aws.amazon.com/marketplace/seller-profile?id=seller-a3itxsoa2vqbk> (the "**Pricing Page**"), which is incorporated herein by reference. Licensee acknowledges and agrees to the following pricing models:

(a) **RAG Service for Grounding and Inference:** A recurring monthly subscription fee provides Licensee with ongoing access to the MCP server for retrieval of the most current Enriched Data for Grounding, subject to the use rights and restrictions set forth in this Agreement.

(b) **Fee Changes.** Licensor reserves the right, in its sole discretion, to modify, update, or adjust pricing for any or all Enriched Data at any time by updating the Pricing Page, provided that such price changes shall become effective (i) at the commencement of the next billing cycle for recurring subscription Fees; and (ii) after the effective date of the price change as posted on the Pricing Page one-time lump sum Fees.

(c) **Billing and Payment Processing.** All billing, invoicing, payment processing, and collection shall be conducted exclusively through the Cloud Platform in accordance with the Cloud Platform's then-current payment terms, conditions, and procedures. Licensee expressly agrees to comply with and be bound by all billing terms and conditions established by the Cloud Platform. Licensee acknowledges that Licensor is not responsible for any fees, charges, or policies imposed by the Cloud Platform, and that any billing disputes must be resolved directly with the Cloud Platform in accordance with its terms of service. All fees are non-refundable except as expressly provided in this Agreement or as required by applicable law.

## 6. Term and Termination.

(a) **Term.** This Agreement will commence on the Effective Date and continue until terminated in accordance with this Section 6 (the "**Term**").

(b) **Termination.** (i) **By Licensee.** Licensee may terminate this Agreement for convenience at any time by providing thirty (30) days' written notice to Licensor. (ii) **By Licensor.** Licensor may terminate this Agreement or the license to any Third-Party Publisher's Licensed Content immediately upon written notice to Licensee if (a) the Third-Party Publisher terminates or materially modifies its agreement with Licensor such that Licensor can no longer provide the Licensed Content under the terms herein or (b) the Third-Party Publisher objects to or prohibits Licensee's use of its Licensed Content. (iii) **Termination for Breach.** Either party may terminate this Agreement upon thirty (30) days' written notice if the other party is in material breach of any of its obligations under this Agreement and such party fails to remedy the breach within such thirty (30) day period.

(c) **Effect of Termination.** Upon termination of this Agreement, the licenses granted under Sections 3(a) will terminate and Licensee shall discontinue all use of Licensed Content (and delete all Licensed Content) from Licensee's products, services and applications within 90 days of the effective date of termination. The following Sections, or parts thereof will survive any termination or expiration of this Agreement: Section 3(d) and Sections 5, 7, 8, 9, 10, 11, 12 and 13.

## 7. CONFIDENTIALITY.

As used herein, "**Confidential Information**" means any information that one party (the "**Disclosing Party**") provides to the other party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. However, Confidential Information will not include any information or materials that: (a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (b) were rightfully known by the Receiving Party prior to receiving such information or materials from the

Disclosing Party; (c) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (d) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (b) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

Each party'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 the Receiving Party; 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.

The terms and conditions of this Agreement will constitute Confidential Information of each party but may be disclosed on a confidential basis to a party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

## 8. Representations and Warranties.

(a) **Mutual.** Each party hereby represents, warrants, and covenants to the other party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding agreement of such party.

(b) **Disclaimers.** THE LICENSED CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. LICENSOR (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE LICENSED CONTENT: (I) WILL MEET LICENSEE'S REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. LICENSOR 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.

## 9. Indemnity.

(a) **By Licensor.** Licensor will indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, successors, and assigns from and against any and all third-party claims, demands, actions, suits, proceedings, liabilities, settlements, costs, and expenses (collectively, "**Claims**") alleging that Licensee's use of the Enriched Data, when used strictly in accordance with the terms, conditions and restrictions, set forth in this Agreement, infringes or misappropriates the intellectual property rights of a Third-Party Publisher.

(b) **IP Remedies.** In the event of any actual or threatened Claim under Section 9(a), Licensor may, at its sole option and expense: (i) procure for Licensee the right to continue using the Licensed Content as contemplated by this Agreement; (ii) replace or modify the Licensed Content (as applicable) to make it non-infringing while providing substantially equivalent functionality;

or (iii) if options (i) and (ii) are not commercially reasonable, terminate the applicable license and refund to Licensee a pro-rata portion of any prepaid fees for the terminated Licensed Content calculated from the date of termination through the end of the then-current license term. The rights and remedies set forth in this Section 9(b) will constitute Licensee's sole and exclusive remedy for any infringement or misappropriation of intellectual property rights in connection with the Licensed Content.

(c) **By Licensee.** Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, contractors, successors, and assigns from and against any and all Claims arising out of, resulting from, or related to: (i) Licensee's use, reproduction, distribution, modification, or exploitation of the Licensed Content in any manner that exceeds, violates, or is inconsistent with this Agreement, including but not limited to any unauthorized redistribution, resale, sublicensing, public display, commercial exploitation beyond permitted uses, or disclosure to unauthorized third parties; (ii) Licensee's breach of any representation, warranty, covenant, or obligation set forth in this Agreement; (iii) the creation, generation, publication, distribution, display, or dissemination by Licensee or on Licensee's behalf of any Output, Summary Results, or derivative works that are alleged or determined to be false, inaccurate, misleading, deceptive, defamatory, libelous, slanderous, obscene, pornographic, harassing, threatening, hateful, discriminatory, invasive of privacy or publicity rights, unlawful, tortious, or otherwise injurious or harmful to any third party; (iv) any failure by Licensee to comply with applicable laws, regulations, or industry standards in connection with its use of the Licensed Content or distribution of Output, including without limitation data protection laws, consumer protection laws, advertising standards, and securities regulations; (v) any infringement or misappropriation of third-party intellectual property rights resulting from Licensee's unauthorized modifications to or combinations of the Licensed Content with other materials.

(d) **Indemnity Procedure.** The Party seeking defense and indemnity (the "**Indemnified Party**") will promptly (after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the other Party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole

right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

## **10. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR NOR ITS SERVICE PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE LICENSED CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSOR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF LICENSOR AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE LICENSED CONTENT EXCEED THE AMOUNTS ARE PAYABLE BY LICENSEE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON

WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND LICENSEE.

## 11. Audit.

(a) **Right to Audit.** Licensor (or an independent third party appointed by Licensor) reserves the right, at its sole discretion, to audit, inspect, and verify Licensee's use, handling, storage, and distribution of the Licensed Content, Enriched Data, and all Output to ensure full compliance with the terms, conditions, restrictions, and obligations set forth in this Agreement.

(b) **Audit Procedure.** Audits shall be conducted no more than once per twelve (12) month period, except that Licensor may conduct additional audits if a prior audit revealed material non-compliance or Licensor has reasonable grounds to believe Licensee is in material breach. Licensor shall provide at least thirty (30) days' prior written notice, except in cases of suspected ongoing material breach. Audits shall be conducted during normal business hours in a manner reasonably designed to minimize disruption. Licensee shall provide Licensor or its auditor with reasonable access to relevant records, systems, sample Outputs, API logs, and personnel necessary to verify compliance.

(c) **Remediation and Costs.** If an audit reveals minor non-compliance (e.g., broken links or missing text in less than 5% of sampled Output), Licensee shall cure all deficiencies within fourteen (14) days and Licensor shall bear audit costs. If an audit reveals material non-compliance (including but not limited to systemic attribution failures, prohibited uses, unauthorized access grants), Licensee shall: (a) immediately cease all non-compliant activities; (b) cure the breach within seven (7) days; (c) reimburse Licensor for reasonable audit costs within thirty (30) days; and (d) provide a written remediation plan. Licensor may, in its discretion, suspend access, terminate this Agreement without refund, or pursue other legal remedies for material non-compliance.

## 12. Dispute Resolution.

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The parties shall use good faith efforts to promptly resolve any dispute arising out of or relating to this Agreement, or the interpretation, making, performance, breach or termination thereof ("**Dispute**"). If the parties cannot successfully resolve a Dispute within thirty (30) days, all Disputes shall be finally settled by binding arbitration in San Mateo, California under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator appointed in accordance with such Rules. The arbitrator shall apply California law to the merits of any Dispute. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court having jurisdiction for a temporary restraining order, preliminary injunction, specific performance, or other interim or conservatory relief, without any abridgment of the power of the arbitrator.

## 13. General Terms.

(a) **Entire Agreement.** This Agreement constitutes the entire and exclusive understanding and agreement between Licensor and Licensee and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between Licensor and Licensee concerning the subject matter hereof. Licensor may unilaterally update the terms of this Agreement at any time in its sole discretion by providing prior written notice to Licensee.

(b) **Waiver.** Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

(c) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

(d) **Assignment.** Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

(e) **Equitable Relief.** Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 7 (Confidentiality), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate 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.

(f) **Relationship between the Parties.** The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.

(g) **Notices.** Any notices or other communications provided by Licensor under this Agreement will be given via email to Licensee or otherwise in writing. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

[Terms and Policy](#) | [Privacy](#) | [Legal](#)

© 2026 SimpleFeed, Inc. All rights reserved.