

Content Sublicensing Agreement

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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 Models**" means large language models used for artificial intelligence applications 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, including but not limited to The Corpus.

(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 exclusively 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 or The Corpus 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 models, applications, 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)

"**The Corpus**" means the historical archive or complete set of Enriched Data from a specific Third-Party Publisher.

(k)

"**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 Corpus and Enriched Data.

Subject to the terms and conditions of this Agreement (including, but not limited to full payment of applicable Fees), Licensor hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the API to obtain: (i) The Corpus for the purpose of training and fine-tuning AI Models; and (ii) the Enriched Data for the purpose of allowing AI Models to retrieve and reference the Enriched Data for Grounding Output of AI Models.

(b) Attribution.

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 MCP server and to access Enriched Data 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 Models and output generated by its AI Models 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) **Access to The Corpus:** A one-time, non-recurring lump sum payment grants Licensee access to The Corpus as of the date of purchase, subject to the use rights and restrictions set forth in this Agreement.

(b) **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.

(c) **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.

(d) **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. The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence and will not use or disclose it except as permitted by the Agreement. Each party's obligations of non-disclosure are effective as of the Effective Date and will expire five (5) years from the date first disclosed; provided, however, with respect to any Confidential Information that constitutes a trade secret, such obligations will survive for as long as such information remains subject to trade secret protection under applicable law.

8. Representations and Warranties.

Each party represents and warrants that it has the right to enter into this Agreement and to perform its obligations hereunder. 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 WILL MEET LICENSEE'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR 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.

9. Indemnity.

Licensor will indemnify and hold harmless Licensee from third-party Claims alleging that Licensee's use of the Enriched Data in accordance with this Agreement infringes or misappropriates the intellectual property rights of a Third-Party Publisher. Licensee will indemnify and hold harmless Licensor from Claims arising out of Licensee's use of the Licensed Content in violation of this Agreement, Licensee's breach of any representation, warranty, or obligation hereunder, or the creation or distribution of Output that is alleged to be false, misleading, defamatory, or otherwise harmful. The Indemnified Party will promptly notify the Indemnifying Party of any Claim and reasonably cooperate in the defense. The Indemnifying Party will have the

sole right to conduct the defense, subject to the Indemnified Party's approval of settlements that affect its rights.

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. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED CONTENT EXCEED THE AMOUNTS PAYABLE BY LICENSEE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Audit.

Licensor (or an independent third party appointed by Licensor) may audit Licensee's use, handling, storage, and distribution of the Licensed Content, Enriched Data, and Output to ensure compliance with this Agreement. Audits shall be conducted no more than once per twelve (12) month period (or more often if a prior audit revealed material non-compliance). Licensor shall provide at least thirty (30) days' prior written notice except in cases of suspected ongoing material breach. Licensee shall provide reasonable access to relevant records, systems, and personnel. If an audit reveals material non-compliance, Licensee shall cease non-compliant activities, cure the breach, and reimburse Licensor for reasonable audit costs as set forth in the Agreement.

12. Dispute Resolution.

This Agreement will be governed by the laws of the State of California. The parties shall use good faith efforts to resolve any dispute within thirty (30) days. If unresolved, all Disputes shall be finally settled by binding arbitration

in San Mateo, California under the Rules for Commercial Arbitration of the American Arbitration Association. The arbitrator shall apply California law. Notwithstanding the foregoing, either party may seek interim or conservatory relief from a court of competent jurisdiction.

13. General Terms.

This Agreement constitutes the entire agreement between the parties. Licensor may update the terms at any time by providing prior written notice to Licensee. No waiver of any provision will be effective unless in writing and signed by the party granting the waiver. If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect. Neither party may assign or transfer this Agreement without the other's prior written consent, except to a successor to all or substantially all of its business or assets. Notices by Licensor will be given via email or in writing.

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