



Last Updated: October 25, 2024

THIS MAIN SERVICE AGREEMENT (“MSA”) GOVERNS CUSTOMER’S USE OF THE SERVICES. CAPITALISED TERMS IN THIS MSA HAVE THE DEFINITIONS SET FORTH HEREIN. CUSTOMER ACCEPTS TO BE BOUND BY THE TERMS OF THIS MSA BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MSA. THIS MSA IS EFFECTIVE BETWEEN CUSTOMER AND AMPLITUDE AS OF THE DATE CUSTOMER ACCEPTS OR AGREES TO THIS MSA (THE “AGREEMENT DATE”).

DEFINITIONS

“Affiliate” shall mean, with respect to a party, any entity controlling, controlled by or under common control with such party, where control (including “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of more than 50% of voting securities or other ownership interests, by contract or otherwise.

“Agreement” means, collectively, the MSA, the DPA, Order Forms, SOWs (each as defined in this Agreement), and any ancillary agreements entered into between the parties and amendments to any of the foregoing.

“Amplitude Professional Services Materials” means deliverables, documentation and training materials which Amplitude may make available to Customer in providing Professional Services.

“Amplitude Services” means generally available software-as-a-service products provided by Amplitude that are (i) specified in the applicable Order Form, or (ii) provided to Customer as a Free Trial.

“Amplitude Support Policy” means the Amplitude technical support policy for the Amplitude Services available via <https://amplitude.zendesk.com/hc/en-us/articles/13513083850267-Amplitude-Technical-Support-offerings>.

“Beta Services” means products, services, integrations, functionality or features that are not generally available, but that Amplitude may make available to Customer to try at Customer’s discretion, which may be described as “alpha,” “beta,” “pilot,” “limited release,” “developer preview,” “non-production,” “early-stage”, or other similar description.

“Customer Data” means data and other content submitted by or for Customer to the Amplitude Services, including data related to or submitted by Customer’s end users, and session replays made as a result of using the Amplitude Services (if applicable). For the avoidance of doubt, Customer Data does not include System Data (defined below) or any dashboards, report templates or any other technology or components of the Amplitude Services created, developed, used or provided by Amplitude.

“Documentation” means any online documentation, operating manuals and usage guides for the Amplitude Services, accessible via help.amplitude.com/hc/en-us, or otherwise provided by Amplitude, which may be updated from time to time.

“Feedback” means suggestions, comments, feedback, improvements requests or other assessments which Customer or its Users may provide to Amplitude relating to features, functionality or the operation of the Services and/or Beta Services.



“Free Trial” means generally available products, services, integrations, functionality or features that Amplitude makes available to Customer to try at Customer’s discretion, for no additional fee, which may be designated as “trial,” “free trial,” “evaluation,” “proof of concept (POC),” “proof of value (POV),” or other similar designation.

“Order Form” means an ordering document entered between Amplitude and Customer, specifying the Services to be provided hereunder and the fees to be paid by Customer.

“Professional Services” means implementation, consulting, support and/or training services that Amplitude may provide to the Customer.

“Services” means, collectively, the Amplitude Services and Professional Services.

“Statement of Work” or “SOW” means any document that describes certain implementation, consulting, support, training and/or similar services ordered by Customer and to be performed by Amplitude.

“System Data” means data and information collected, derived, or otherwise generated by the Amplitude Services that has been anonymized, de-identified, and/or aggregated so as not to identify or permit identification of an individual. For the avoidance of doubt, Amplitude may use, modify, and display System Data, provided, however, that Amplitude will not publicly disclose or distribute System Data unless it is aggregated in a manner that does not permit the identification of Customer.

“Third-Party Products” mean a non-Amplitude product or web-based, mobile, offline or other software application or service that Customer chooses to integrate with or use in connection with the Amplitude Services.

“User” means an individual Customer invites, authorizes or otherwise uses or accesses the Amplitude Services under Customer’s account, including employees of Customer and its Affiliates, contractors, agents and consultants of Customer.

1. AMPLITUDE RESPONSIBILITIES

1.1 – Provision of Amplitude Services

Amplitude will provide Customer (a) the Services during the subscription term set forth in the Order Form in accordance with the terms of the Agreement; (b) all updates as part of the Amplitude Services during the term of the applicable Order Form; and (c) the Services in accordance with laws and regulations applicable to Amplitude’s provision of the Services, without regard for Customer’s particular use of the Services and subject to Customer’s and Users’ use of the Services in accordance with the Agreement and the Documentation.

1.2 – Affiliates

An Affiliate may enter into an Order Form for the purchase of Services, pursuant to this MSA. In such circumstances, the Order Form shall bind the Affiliate to the terms and conditions of the Agreement. Any Affiliate of Customer that enters into such Order Form shall be deemed to be the “Customer” as contemplated therein and in the Agreement. In addition, the rights granted to a Customer Affiliate that enters into an applicable Order Form shall apply only to such Customer Affiliate and no other Customer Affiliate shall have any liability or rights under such Order Form. Each Order Form is a separate obligation of the parties that enter into such Order Form. Customer may provide an employee of its Affiliate that has



not signed an Order Form access to the Amplitude Services as a User, however, this access does not confer such Customer Affiliate with any rights under this Agreement.

1.3 – Changes to Amplitude Services and Future Functionality

Customer acknowledges that the features and functions of the Amplitude Services may change over time; provided, however, Amplitude will not materially decrease the overall functionality, support and security of the Amplitude Services. Amplitude's provision and Customer's purchase of the Amplitude Services is not contingent upon the delivery of any future functionality or features, or dependent on any oral or written public comments made by Amplitude, its Affiliates, or any of their respective representatives regarding future functionality or features.

1.4 – Data Privacy and Protection of Personal Data

The Amplitude Data Processing Addendum ("DPA") (located at the following URL: <http://www.amplitude.com/dpa>) is hereby incorporated by reference into this MSA. The parties agree that the provisions contained in the DPA govern the processing of Personal Data (as defined in the DPA) in connection with this MSA. As set forth in the DPA, Amplitude will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data submitted to the Amplitude Services by Customer, including measures designed to prevent unauthorized access to or use or disclosure of such Personal Data.

1.5 – Professional Services

The parties may enter into an Order Form or SOW for the provision of Professional Services. Each Order Form or SOW will be subject to and governed by the terms of this MSA. Amplitude will perform the Professional Services specified in an SOW in a professional and workmanlike manner. No changes to an SOW will be effective without the written agreement of each party. In providing Professional Services, Amplitude may make available Amplitude Professional Services Materials to Customer. Amplitude Professional Services Materials are the sole and exclusive property of Amplitude, and Amplitude hereby grants Customer, in connection with the Professional Services, a non-exclusive, non-transferable, non-sublicensable right and license to use the Amplitude Professional Services Materials.

1.6 – Support Services

Customer may submit support inquiries to support.amplitude.com or on the Amplitude website 24 hours per day, and Amplitude will provide Customer with technical support in accordance with the Amplitude Support Policy ("Support"). Without limiting any of Customer's remedies under this Agreement in connection with the Amplitude Services themselves, Customer's sole and exclusive remedy for any alleged failure by Amplitude to provide Support with reasonable skill, care and diligence shall be re-performance of the applicable Support.

1.7 – Beta Services and Free Trials

From time to time, Amplitude may offer Customer access to Beta Services and Free Trials, which are optional for Customer to use. The Beta Services and may contain bugs, errors, defects, or harmful components. Beta Services may be subject to additional terms which may supplement, but not supersede the terms in this MSA, and Amplitude may discontinue Beta Services at any time in its sole discretion. Either party may terminate Customer's access to Beta Services or Free Trials at any time without notice.

1.8 – Protection of Services

Amplitude may suspend Customer's or any of its Users' access to the Amplitude Services if in Amplitude's reasonable judgment, exercised in good faith: (i) Customer's or its Users' use of Amplitude Services



imminently threatens the security, integrity or availability of the Amplitude Services; or (ii) Customer materially breaches this Agreement or Amplitude's Acceptable Use Policy (located at the following URL: amplitude.com/aup) which is hereby incorporated by reference as part of the Agreement. In each case, Amplitude will use commercially reasonable efforts to notify Customer in advance of such suspension and where practicable, provide Customer with an opportunity to correct its usage prior to any such suspension. Amplitude will have no liability for any suspension made in accordance with this section. Unless this Agreement is terminated earlier in accordance with Section 6.2 ("Termination"), Amplitude will as quickly as reasonably practicable, restore Customer's access to the Amplitude Services once it verifies that Customer has resolved the condition requiring suspension.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 – Administration of Customer's Account

When creating an account to access and use the Amplitude Services, Customer will identify a User that will act as an administrator and Customer's administrator may grant access to additional Users (each with their own separate usernames and passwords) in accordance with the provisions of the applicable Agreement. Customer is responsible for maintaining the security of user IDs, passwords and other access credentials of Customer's Users, and shall ensure such access credentials are kept strictly confidential and not shared with any unauthorized person or entity. Customer shall be responsible for all acts or omissions taken under Customer's or its Users' access credentials.

2.2 – License Restrictions

Customer and its Users will not (and will not allow any third party to) directly or indirectly: (a) use the Amplitude Services to submit, process, store or transmit Customer Data in violation of any applicable laws, regulations, privacy policies, or agreements Customer may maintain or enter with its end users; (b) transmit or provide to the Amplitude Services any Customer Data that includes the following Personal Data: health information, biometric or genetic data; social security numbers (or other local equivalent); driver's license numbers; birth dates; financial account information, including debit or credit card information, personal bank account numbers, and card verification values; passport, government-issued ID or visa numbers; passwords or other authentication credentials; or any other sensitive Personal Data; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Amplitude Services (or any underlying software, documentation or data related to the Amplitude Services); (d) modify, translate, or create derivative works from Amplitude Services or any underlying software; (e) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Amplitude Services or any underlying software; (f) use the Amplitude Services or any underlying software for the benefit of a third party or on a third-party website, in violation of any applicable laws or regulations or outside the scope expressly permitted in the Agreement; (g) attempt to probe, scan or test the vulnerability of the Amplitude Services, breach the security or authentication measures of the Amplitude Services without proper authorization or willfully render any part of the Amplitude Services unusable; (h) use or access the Amplitude Services to either develop or commercialize a product or service that is competitive with or a substitute for the Amplitude Services or to engage in competitive analysis or benchmarking; or (i) store or transmit malicious code through the Amplitude Services (all of the foregoing, collectively, the "License Restrictions").

2.3 – Customer Responsibilities

Customer shall be responsible for: (a) Customer and its Users' compliance with the Agreement, Documentation, and the Acceptable Use Policy; (b) the legality, accuracy and quality of Customer Data, including ensuring that Customer's collection and submission of data to, and use of the Amplitude Services to process, store and transmit Customer Data, is compliant with all applicable laws and regulations as well



as any privacy policies, agreements or other obligations Customer may maintain or enter into with its end users, including to obtain all legally required consents and permissions; and (c) using commercially reasonable efforts to prevent the unauthorized access to or use of the Amplitude Services. In addition, in the event Amplitude is legally or contractually required to change or modify the Amplitude Services, Customer shall be responsible for making all necessary changes to Customer's applications and websites in order to continue using the Amplitude Services. Customer also maintains all responsibility for determining whether the Amplitude Services or the information generated thereby is accurate or sufficient for Customer's purposes.

2.4 – Third-Party Products

Customer may, in its sole discretion, procure and use Third-Party Products in connection with the Amplitude Services. Any acquisition and use by Customer of such Third-Party Products is solely the responsibility of Customer and the applicable Third-Party Product provider. Customer is responsible for complying with all terms, conditions and policies imposed by a provider of a Third-Party Product. If Customer chooses to use Third-Party Products, Customer acknowledges that the interoperation of the Third-Party Products and the Amplitude Services may require the exchange of Customer Data, and Customer hereby grants Amplitude permission to allow the Third-Party Product and its provider to access, transmit, modify, or delete any such Customer Data as required for such interoperation. Amplitude shall not be responsible for any use, disclosure, modification, or deletion of such Customer Data or for any act or omission on the part of the Third-Party Products or its provider. Amplitude cannot guarantee the continued availability of integrations of Third-Party Products with the Amplitude Services and may cease providing interoperation with a Third-Party Product without entitling Customer to any refund, credit, or other compensation, if, for example and without limitation, the provider of a Third-Party Product ceases to make the Third-Party Product available for interoperation with the corresponding Amplitude Services in a manner acceptable to Amplitude. Providers of Third-Party Products shall not be considered subcontractors or Sub-processors of Amplitude as defined in the DPA.

3. PROPRIETARY RIGHTS

3.1 – Reservation of Rights

As between Customer and Amplitude, Amplitude owns and retains all right, title and interest in and to the Amplitude Services, Beta Services, Documentation, Amplitude Professional Services Materials and all improvements, enhancements or modifications to the foregoing, and anything developed and delivered under the Agreement, including System Data.

3.2 – Access to Amplitude Services

During the term of the applicable Order Form, Amplitude hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, non-assignable right to access and use the Services in accordance with this Agreement. No rights are granted to Customer under the Agreement except as expressly set forth herein.

3.3 – Customer Data License

As between Amplitude and Customer, Customer owns all right, title and interest in and to the Customer Data. Customer hereby grants Amplitude a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to host, copy, use, transfer and process the Customer Data as necessary for Amplitude to provide the Services and to support Customer under the terms of the Agreement. Amplitude may use techniques such as machine learning in order to improve the Services, and Customer instructs Amplitude to process its Customer Data for such purpose; provided that no Customer Data will ever be shared with any other customer and any such use by Amplitude shall comply with applicable law.



For the avoidance of doubt, Customer retains all ownership of its Customer Data submitted to the Services and Amplitude retains all ownership in and to all System Data and machine learning algorithms.

3.4 – Feedback

Customer may provide Feedback to Amplitude and Amplitude will have full discretion to determine whether or not to use the Feedback. Customer hereby grants Amplitude an irrevocable, perpetual, sublicensable, royalty-free license to use, incorporate and otherwise fully exercise and exploit any such Feedback without any obligation to compensate or reimburse Customer for the use of the Feedback.

4. CONFIDENTIALITY

4.1 – Definition of Confidential Information

“Confidential Information” means any information or data in any form or medium (whether oral, written, electronic, or otherwise) disclosed by either party that is marked or otherwise designated as confidential or proprietary at the time of disclosure or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding its disclosure. Confidential Information of Amplitude includes, without limitation, pricing, the Services and the Beta Services, including any Feedback. However, Confidential Information will not include any information which: (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

4.2 – Protection of Confidential Information

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the terms of the Agreement and it will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep the Confidential Information confidential by obligations consistent with those of the Agreement; and (b) as required by law (in which case the receiving party will, to the extent legally permitted, notify the disclosing party within a reasonable time prior to such access or disclosure so as to provide the disclosing party with the opportunity to contest such disclosure or otherwise seek appropriate protective measures, and will use reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Neither party will disclose the terms of the Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential parties to a bonafide fundraising, acquisition, or similar transaction solely for the purposes of the proposed transaction, provided that the party to whom the terms are disclosed is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein. Each party agrees to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information, and in no event less than a reasonable degree of care. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement.

5. PAYMENT OF FEES

5.1 – Fees



Customer will pay Amplitude all fees for the Services as specified in the applicable Order Form. Unless otherwise provided in the Order Form, all fees are quoted and payable in United States dollars, and the fees for each Renewal Term (defined below) shall be Amplitude's then-current fees for the Services in effect at the time of the renewal. All payment obligations are non-cancelable and, unless otherwise expressly provided in the Agreement, all fees paid under the Agreement are non-refundable.

5.2 – Invoicing and Payment

Unless otherwise set forth in the applicable Order Form, payment for all invoices is due within thirty (30) days of receipt of the relevant invoice. Unpaid invoices that are not in dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition, if Customer fails to remit payment of a non-disputed invoice by the due date set forth in the applicable Order Form, Amplitude may, without limiting its other rights and remedies, suspend or terminate the Services, and all outstanding fees due under such Order Form will become due and payable immediately without further action or notice.

5.3 – Payment Disputes

If Customer believes that Amplitude has billed Customer incorrectly, Customer must contact Amplitude no later than fifteen (15) days after receipt of the invoice or Customer will be deemed to have waived its right to dispute such invoice. All inquiries should be directed to Amplitude's accounting department at billing@amplitude.com. Amplitude shall respond to Customer promptly after receiving such inquiries. Amplitude may choose not to exercise its rights in Section 5.2 (Invoicing and Payment) above to suspend or terminate the Service if Customer is disputing the applicable fees reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.4 – Taxes

Customer shall be responsible for all taxes, duties and other governmental charges associated with the Services other than taxes based on Amplitude's net income. If Customer is required by law to withhold any taxes, Customer must provide Amplitude with an official tax receipt or other appropriate documentation, and all fees are payable hereunder without any deduction for such withheld taxes or otherwise. If Amplitude has the legal obligation to pay or collect taxes for which Customer is responsible under the terms of the Order Form and this Agreement, the appropriate amount shall be invoiced to and paid by Customer as if no withholding were required. Customer shall remit the withholding to the appropriate governmental authorities on behalf of Amplitude, and provide a valid tax certificate authorized by the appropriate taxing authority.

5.5 – Purchase Order

If Customer requires the use of a purchase order, Customer is responsible for providing the applicable purchase order at the time of purchase. The parties acknowledge and agree that any such purchase order submitted by Customer is for its internal purposes only. Any terms or conditions included in any purchase order or similar ordering document, vendor onboarding process or documentation, or web portal, are void and will not be incorporated into this Agreement or apply between the parties, irrespective of whether presented before or after the start date of an applicable Order Form.

6. TERMINATION

6.1 – Term and Auto-Renewal

The term of this MSA will commence on the Agreement Date and continue until terminated as set forth in Section 6.2 (Termination) below (the "Term"). Subject to early termination in accordance with this Agreement, the initial subscription term of the applicable Order Form is as specified in such Order Form.



The subscription term shall be automatically renewed for successive terms of twelve (12) months at the end of the initial subscription term and, as applicable, at the end of each successive renewal term (each, a “Renewal Term”), unless either party requests termination at least sixty (60) days prior to the end of the then-current term.

6.2 – Termination

In addition to any other remedies a party may have, either party may also terminate the Agreement upon written notice if: (a) the other party commits a material breach of the Agreement, and if the breach is capable of remedy, fails to promptly remedy that breach within thirty (30) calendar days of notice; or (b) subject to applicable law, upon the other party’s liquidation, commencement of dissolution proceedings or assignment of substantially all of its assets for the benefit of creditors, or if the other party becomes the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days. If the Agreement is terminated as a result of a material breach by Customer, then Customer shall pay in full all remaining fees payable through the remainder of each outstanding Order Form; or if Customer has prepaid any fees, then those fees are nonrefundable. If the Agreement is terminated by Customer due to a material breach by Amplitude, then Amplitude shall refund Customer on a pro-rata basis any prepaid fees covering the remainder of each outstanding Order Form after the effective date of termination.

6.3 – Survival

Upon expiration or termination of the Agreement, all rights and obligations will immediately terminate except that any accrued payment obligations and other sections of the Agreement that by their nature should survive such termination will survive, including, but not limited to, the sections on License Restrictions, Confidentiality, Disclaimers, Indemnification, Limitations of Liability, Termination and the General Provisions below.

6.4 – Return and Destruction of Customer Data Upon Termination

Amplitude shall make available to Customer any Customer Data stored within the Amplitude Services for thirty (30) days after the expiration or termination of the Agreement (“Data Retrievability Period”), after which Amplitude shall promptly destroy all Customer Data, except to the extent applicable law requires storage of the Customer Data or retention of the Customer Data by Amplitude is necessary to resolve a dispute between the parties. During the Data Retrievability Period, any and all Customer Data-related provisions of the Agreement will remain in full force and effect.

7. MUTUAL INDEMNIFICATION

7.1 – Indemnification by Amplitude

Amplitude will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services, as permitted hereunder, infringes any United States patent, trademark or copyright (“Infringement Claim”) and will indemnify Customer from any damages finally awarded against Customer (or any settlement approved in writing by Amplitude) in connection with any such Infringement Claim. The foregoing obligations do not apply to the extent that the Infringement Claim arises from or relates to: (a) Customer Data, Third-Party Products, or any other portions or components of the Amplitude Services not supplied by Amplitude; (b) any modification, combination, or development of the Amplitude Services or portions or components thereof that is not performed by Amplitude; (c) Customer’s breach of the Agreement; or (d) the use of any version of the Amplitude Services other than the most current release made available by Amplitude (collectively, the “Excluded Claim”). If the use of the Amplitude Services by Customer has become, or in Amplitude’s opinion is likely to become, the subject of an Infringement Claim, Amplitude may at its option: (A) procure for Customer the right to continue using the Amplitude Services; (B) replace or modify the Amplitude Services



to make it non-infringing; or (C) if the options in clauses (A) or (B) are not reasonably practicable, terminate the Agreement under Section 6.2 above. This Section states Amplitude's entire liability and Customer's exclusive remedy for infringement or misappropriation of intellectual property of a third party.

7.2 – Indemnification by Customer

Customer will defend and hold harmless Amplitude against any claim, demand, suit, or proceeding made or brought against Amplitude by a third party arising out of: (a) an Excluded Claim; or (b) any breach of the License Restrictions; or (c) any breach of Customer's warranty in Section 8.3; or (d) Customer Data ("Customer Indemnifiable Claims"), and Customer will indemnify Amplitude from any damages, attorney fees and costs finally awarded against Amplitude (or any settlement approved in writing by Customer) in connection with any such Customer Indemnifiable Claim.

7.3 – Indemnification Procedure

Each party's indemnification obligations are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party of any indemnifiable claim in writing; and (b) cooperating with the indemnifying party in the defense of any indemnifiable claim. The indemnified party shall have the right to participate in the defense of any indemnifiable claim with counsel selected by it subject to the indemnifying party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the indemnified party. Notwithstanding any other provision of the Agreement, the indemnifying party shall not enter into settlement of any indemnifiable claim without the prior written consent of the indemnified party, which shall not be unreasonably withheld or delayed.

8. WARRANTY AND DISCLAIMER

8.1 – Mutual Representations

Each party represents and covenants to the other that: (a) it has validly entered this Agreement and has no outstanding obligations to a third party that conflict with the Agreement; (b) the Agreement, when signed by its duly authorized representative, constitutes a valid and legally binding obligation on that party that is enforceable in accordance with the terms of the Agreement; and (c) it will comply with all anti-corruption legislation that applies to the Agreement, including the US Foreign Corrupt Practices Act 1977 and the U.K. Bribery Act 2010, and has implemented rules and procedures that enable it to comply with applicable anti-corruption legislation and adapt to any future amendments thereto.

8.2 – Amplitude Warranties

Amplitude warrants that the Amplitude Services will perform materially in accordance with the applicable Documentation (the "Amplitude Warranty"). In the event of a breach of the Amplitude Warranty, Amplitude will use commercially reasonable efforts to correct any non-conformity. If Amplitude determines corrections to be impracticable, Amplitude or Customer may terminate the Agreement and Amplitude will refund to Customer on a pro-rata basis any prepaid fees for the terminated portion of the applicable Order Form. The Amplitude Warranty will not apply (i) unless Customer makes a claim within thirty (30) days of the date on which Customer noticed the non-conformity, or (ii) if the non-conformity is caused by Customer misuse, unauthorized modifications, Third-Party Products, or other services, software or equipment, or (iii) to Beta Services or Free Trials. Amplitude's sole liability and Customer's sole exclusive remedy for any breach of the Amplitude Warranty are set forth in this Section 8.2.

8.3 – Customer Warranties

Customer warrants that Customer has obtained all legally required consents and permissions from its end users, and/or made all legally required disclosures to its end users, for the submission and/or processing of Customer Data.

8.4 – Disclaimers

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMPLITUDE PROVIDES THE SERVICES AND THE AMPLITUDE SDKs AND APIs 'AS IS' AND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS, NOR DOES IT MAKE ANY WARRANTY AS TO ANY THIRD-PARTY PRODUCTS OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. AMPLITUDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND ACCURACY, DELAYS, DELIVERY FAILURES AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES AND THE INTERNET, NON-INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT THE SERVICES WILL ALWAYS BE AVAILABLE. BETA SERVICES ARE PROVIDED 'AS IS' WITHOUT ANY COMMITMENTS, INDEMNITY OR WARRANTY OF ANY KIND AND AMPLITUDE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR HARM ARISING FROM OR RELATED TO BETA SERVICES.

9. LIMITATION OF LIABILITY

9.1 – Limitation of Liability

9.1.1 – Limitation on Remedies and Damages

EXCLUDING AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL OR REPUTATIONAL HARM, LOSS OR INACCURACY OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF SUCH DAMAGES IN ADVANCE.

9.1.2 – Damages Cap

EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS AND AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 7 (MUTUAL INDEMNIFICATION), EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO AMPLITUDE FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST INCIDENT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES. THE ABOVE LIMITS OF LIABILITY ARE EXCLUSIVE AS TO ALL REMEDIES AND THE LIABILITY CAP SHALL NOT BE COMBINED WITH ANY OTHER LIMITS OF LIABILITY SO AS TO INCREASE THE CAP VALUE IN ANY INSTANCE OR SERIES OF INSTANCES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, A PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 9.1.2 AND TO THE EXTENT PERMITTED BY LAW, AMPLITUDE'S MAXIMUM LIABILITY RELATING TO FREE TRIALS IS ONE THOUSAND US DOLLARS (US\$1000).

9.2 – Basis of the Bargain

The parties agree that the limitations and exclusions set out in this Section 9 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose. The terms



in this Section 9 are a fundamental basis of the bargain and reasonable, having regard to all the relevant circumstances and the levels of risk associated with each party's obligations under the Agreement.

10. GENERAL PROVISIONS

10.1 – Waiver; Entire Agreement; Conflicts

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Both parties agree that the Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement (including, with respect to the subject matter hereof, any non-disclosure or confidentiality agreement previously entered into between the parties and any online terms of service or click-through agreements within the Amplitude Services). If there is a conflict between this MSA and any Order Form or SOW, then the Order Form or SOW shall govern.

10.2 – Severability

In the event that any part or provision of the Agreement is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the Agreement will remain in full force and effect, if the essential terms and conditions of the Agreement for each party remain valid, binding and enforceable.

10.3 – Assignment

Neither party may assign the Agreement without the other party's prior written consent, except that a party may assign the Agreement upon written notice without such consent to an entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the assigning party's voting securities or assets. Non-permitted assignments are void. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

10.4 – Independent Contractors

The parties to the Agreement are independent contractors and the Agreement does not create an agency, partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.5 – Notices

Any notice under the Agreement must be given in writing. Amplitude may provide notice to Customer through the email address in Customer's account. Customer agrees that email communication will satisfy any applicable legal communication requirements, including that such communications be in writing. All notices under the Agreement will be deemed given immediately upon delivery, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service or by courier; or upon receipt. Notices to Amplitude must be sent to the following address: Amplitude, Inc., 201 Third Street, Suite 200, San Francisco, CA 94103, Attn: Legal or legalnotices@amplitude.com.

10.6 – Governing Law and Venue

The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to the Agreement must be brought in a federal court in the Northern District of California, or in a state court in San Francisco, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.



The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.

10.7 – Export Restrictions

Customer must not access or use the Amplitude Services: (i) in or relating to any country or territory that is the subject or target of comprehensive trade or economic sanctions imposed by the U.S. government (“Sanctions”) (currently, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic); (ii) for the benefit or on behalf of any person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State (including OFAC’s List of Specially Designated Nationals and Blocked Persons), or any person owned 50 percent or more by such person; or (iii) otherwise in violation of any U.S. Sanction, embargo, prohibition or restriction. In addition, Customer must comply with all applicable laws and regulations governing the export, re-export and transfer of the Amplitude Services and Customer is responsible for obtaining any required export or import authorizations.

10.8 – Force Majeure

Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

10.9 – Change of Terms

Amplitude may modify the terms and conditions of this MSA from time to time by posting the modified terms on the Amplitude website. Unless otherwise specified by Amplitude, changes become effective for Customer upon renewal of the then-current Order Form or entry into a new Order Form after the updated version of this MSA goes into effect. Customer’s continued use of the Services after the updated version of this MSA goes into effect will constitute Customer’s acceptance of such updated version of this MSA.