



Online Consent and Release

Thank you for agreeing to participate in Amplitude, Inc.'s and its affiliates' (collectively, "**Amplitude**" or "**we**") marketing program. This Consent and Release Agreement (the "**Agreement**") permits Amplitude to Use your name, voice, image, photograph, likeness, video, biographical information and other personal attributes, as well as any quotes, documents, images or other materials you provide to us in connection with your participation in the Datamonsters of the Year video campaign (these personal attributes and materials, collectively, "**Your Materials**"). In exchange for the value you will gain from participating, and for other good and valuable consideration (including amounts you received for participating, if any), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Your Materials. You hereby grant Amplitude the right and license to Use Your Materials, including by distributing, publishing, streaming and displaying Your Materials in photographs, videos, audio recordings, ads, and other mediums and formats, whether now existing or later developed (the resulting works, collective, the "**Amplitude Materials**"). You hereby waive and release any Claims against Amplitude, its affiliates, and any of their respective employees, officers, agents, directors, licensees, successors and assigns that arise out of or relate to the Use of Your Materials or of Amplitude Materials. "**Use**" means to capture, record (including audio and video recordings), photograph, reproduce, display, disclose, broadcast, stream, perform, publish, exhibit, distribute, adapt, modify, edit, make derivative works of, create compilations, sublicense, and otherwise use and exploit. "**Claims**" means any and all causes of action, demands, damages, liabilities, costs, expenses (including attorney fees), debts and other claims of any kind, whether known or unknown, which you (or any heirs, successors and assigns) have or may later have, at law, in equity or otherwise.

2. Additional Terms; Ownership. Any Amplitude Materials (including any associated intellectual property rights) will be owned by Amplitude. Amplitude may select, edit and modify the Amplitude Materials in its discretion and is not required to Use Your Materials, to identify or credit you, to obtain your approval for changes, or to grant you any right to use the Amplitude Materials. You agree that the rights, releases and permissions you are granting in this Agreement are provided on a royalty-free, fully paid up, irrevocable, worldwide, transferable, sublicenseable and perpetual basis, and that they apply to any Claims or rights you and your heirs, successors and assigns may have, including those arising under any intellectual property, moral, publicity or privacy laws. You agree not to sue Amplitude for any such Claims. To the extent applicable to you, you hereby waive the protections of Section 1542 of the California Civil Code (which currently states, "*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party*") and similar laws in other jurisdictions. You warrant that you have the rights needed to grant us the licenses and releases under this Agreement.



3. Limitations of Liability; Disclaimers. WITHOUT LIMITING THE FOREGOING LICENSES, WAIVERS AND RELEASES, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL AMPLITUDE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND, FOR REPUTATIONAL HARM, OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF AMPLITUDE KNOWS OF THE POSSIBILITY OF SUCH DAMAGE AND (B) AMPLITUDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING WITHOUT LIMITATION YOUR PARTICIPATION IN THE PROGRAM, WILL NOT EXCEED FIFTY U.S. DOLLARS (\$50). EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. AMPLITUDE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE AMPLITUDE MARKETING PROGRAM OR THE AMPLITUDE MATERIALS.

4. General. This Agreement is governed by the laws of the State of California and the United States without regard to the conflict of laws provisions thereof. Any actions arising under or related to the subject matter of this Agreement must be brought exclusively in the state and federal courts for San Francisco County, California, and both parties submit to the personal jurisdiction of those courts. Any amendment must be in writing and signed by both parties. Any waiver must be in writing and signed by the waiving party. No waiver will be implied from conduct or failure or delay to enforce or exercise rights under this Agreement. We may assign this Agreement, but you may not do so without our consent (and any attempt to do so will be null and void). This Agreement will be binding upon and will inure to the benefit of the parties' heirs, successors and assigns. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect. This Agreement does not create any agency, partnership, employment or joint venture relationship between the parties. This Agreement supersedes all prior discussions and writings and constitutes the entire and complete agreement between the parties with respect to their subject matter. However, if you have received any payment or reimbursement for your participation in the Amplitude marketing program, you acknowledge and agree that such payment is included as part of your consideration for this Agreement. All terms and conditions of this Agreement (including all rights, releases and permissions granted by you) will survive any termination or expiration.