

NGINX AMPLIFY TERMS OF SERVICE

This Terms of Service Agreement (this “Agreement”) contains the terms and conditions that govern access to and use of the Service (as defined below) and is entered into by Nginx Software, Inc. (“Nginx”) and the individual or entity using the Service (“Subscriber”) which is effective on the date Subscriber uses the Service (“Effective Date”). Under this Agreement, Nginx is providing the Service under the terms and conditions set forth herein. Capitalized terms have the meanings set forth in the sections in which they are used and in Section 14 below.

BY USING THE SERVICE, SUBSCRIBER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST USE NOT THE SERVICE.

1. DESCRIPTION OF THE SERVICE. Nginx runs a web infrastructure monitoring system, including a user interface and related Tools (collectively, the “Service”) further described at <http://nginx.com/amplify> (the “Site”), as modified from time to time by Nginx. The Service is operated on Nginx’s hosting servers or those of its provider(s) to enable Subscriber and those of its employees who have been authorized by Subscriber (“End Users”) to access and use the Service.

2. USE OF THE SERVICE.

2.1 Usage Grant. Subject to the terms of this Agreement, Nginx will make the Service available to Subscriber and End Users during Service Period. Nginx hereby grants to Subscriber and its End Users, during the Service Period, a nonexclusive, nontransferable, limited right to access and use the Service through the Site and to use the Documentation and Tools solely for Subscriber’s internal, business use. The Service including its Tools may contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement. Nginx may delegate the performance of certain portions of its obligations hereunder to its third party suppliers but Nginx will remain responsible to Subscriber for all such obligations. Subscriber is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to enable Subscriber’s and its End Users’ access and use of the Service through the interface, including, without limitation all computer hardware and software and internet access. Nginx reserves the right to (a) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (b) refuse any and all current and future use of the Service, suspend or terminate Subscriber’s access to the Service (or any part thereof) or use of the Service and remove and discard any of the Subscriber Content, for any reason, including, if Nginx believes that Subscriber has violated this Agreement. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Subscriber’s and its End Users’ use of Service may be referred to appropriate law enforcement authorities. Nginx shall not be liable to Subscriber or any third party for any modification, suspension or discontinuation of the Service.

2.2 Tools. Nginx will make various Tools available in its discretion to support Subscriber’s access and use of the Service. Subscriber acknowledges and agrees that: (a) the Tools may only be used on systems owned, leased or primarily operated by Subscriber, and (b) the Tools are made available solely to support access and use of the Service, and Nginx has no liability

with respect to any other uses of the Tools. Subject to the terms of this Agreement, Subscriber may: (i) access and use the Tools solely for its internal use; and (ii) download or copy the parts of the Tools made available by Nginx for download or copying; provided that Subscriber maintains all copyright and other notices contained therein.

2.3 Registration. Subscriber will register with Nginx by providing accurate and complete registration information. Subscriber will select a password and is responsible for any action taken under its password, and in no event will Nginx be responsible for any loss, theft or misuse of Subscriber passwords. Subscriber acknowledges and agrees that: (a) only End Users are entitled to access the Service with their assigned unique usernames and password provided by Nginx; (b) it will provide to Nginx information and other assistance as necessary to enable Nginx to establish usernames for End Users, and will verify all End User requests for account passwords; (c) it will ensure that each username and password issued to an End User name will be used only by that End User; provided that a username and password may be reassigned from time to time to a new End User who is replacing a former End User; (d) Nginx may terminate any username and password that Nginx reasonably determines has been used by an unauthorized third party; (e) Subscriber is responsible for End Users' use of Subscriber Content and the Service in accordance with its obligations under this Agreement; and (f) if Subscriber becomes aware of any violation of its obligations under this Agreement by an End User, Subscriber will immediately notify Nginx.

2.4 Restrictions. Except as expressly authorized pursuant to this Agreement, Subscriber and each End User may not and may not permit others to: (a) sell, rent, lease, license, sublicense or assign the Service to others; (b) access or use the Service in a way intended to create an undue burden on the Service or the networks or services connected to the Service; (c) reverse engineer, decompile, disassemble, or otherwise derive the source code from the Service without Nginx's prior written permission; (d) modify or prepare derivative works of the Service, (e) permit access to the Service except for the sole use of End Users; (f) archive or retain any of the Service; (g) copy, distribute or otherwise use the Service in any manner which competes with or substitutes for Nginx's distribution of the Service; (h) use the Service to send unsolicited e-mails, bulk mail or spam; (i) use the Service in any fraudulent, abusive, or otherwise illegal way; (j) post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any Nginx user; (k) contribute any Subscriber Content which is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or privacy, publicity or intellectual property right of any third party, or contains a virus, trojan horse, worm, time bomb or any similar contamination or destructive program that is injurious or damaging to software or hardware used in conjunction with such Subscriber Content; (l) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; or (m) disclose the results of any benchmark tests relating to the use of the Service to any third party. During and after the term of this Agreement, Subscriber will not assert, nor will it authorize, assist, or encourage any third party to assert, against Nginx or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Service.

3. SUBSCRIBER CONTENT.

3.1 Ownership and Usage Rights. Subject only to the limited rights expressly granted in this Agreement, as between Subscriber and Nginx, Subscriber shall retain all right, title and interest in and to the Subscriber Content and all intellectual property rights therein. Subscriber is solely responsible, and Nginx assumes no liability, for the Subscriber Content that End Users or other

third parties make available over or through the Service. Subscriber agrees that Nginx and its authorized agents may use the Subscriber Content solely as necessary to perform its obligations under this Agreement; provided that Nginx shall be liable for all violations of this Agreement by such authorized agents. Nginx may also disclose Subscriber Content to comply with any request of a governmental or regulatory body (including subpoenas or court orders). Subscriber warrants that the Subscriber Content and its and its End Users' use of the Service will not violate the Acceptable Use Policy. Subscriber agrees to immediately remove any Subscriber Content after Subscriber has been notified that such Subscriber Content violates any provision of this Agreement.

3.2 Collection and Processing of Subscriber Content by Tools. The Tools may collect certain data, including the following types of data: (a) system metadata, which is the basic information about the operating system environment where the Tool runs; this could be hostname, uptime information, and similar information; (b) system metrics: this is various statistical data describing key system characteristics, e.g. CPU usage, memory usage, network throughput and similar data; (c) NGINX metadata: this is what describes Subscriber's NGINX instances, and it includes package data, build information, path to binary, configure options and similar information; NGINX metadata also includes configuration file breakdown; and (d) NGINX metrics: this is NGINX related metrics from stub_status, and also obtained from the NGINX logs files without collecting the actual log files. The Tools may use Python's psutil() to collect the data, and may occasionally also invoke certain system utilities like ps(1). The Tools may automatically find all relevant NGINX configuration files, parse configuration, extract their logical structure and send the associated JSON data to the Service for further analysis and reports. For more information on configuration analysis and reports, see the Documentation.

3.3 Additional Rights. Subscriber agrees that, so long as no Subscriber Confidential Information is publicly disclosed, Nginx may also: (a) use Subscriber Content to refine, supplement or test Nginx's product and service offerings; (b) include aggregated and anonymized Subscriber Content in any publicly available reports, analyses and promotional materials; and (c) retain anonymized, non-attributable Subscriber Content following any termination of this Agreement for use in connection with the foregoing.

3.4 Retention of Subscriber Content. Although the Service may offer mechanisms for the creation of back-ups of the Subscriber Content, Subscriber is responsible for creating copies of any Subscriber Content and for taking its own steps to maintain appropriate security, protection and backup of Subscriber Content. Web server raw log files are not included in the backups and cannot be recovered during server restoration. On termination of this Agreement, Nginx shall make all reasonable efforts to promptly remove the Subscriber Content from the Service and ancillary systems, such as back-up servers, and cease use of the Subscriber Content; however, Subscriber recognizes and agrees that caching of or references to the Subscriber Content may not be immediately removed.

4. AVAILABILITY. Nginx will use its best efforts to ensure that the Service is available twenty-four hours a day, seven days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and repairs or due to failure of telecommunications links and equipment. Every reasonable step will be taken by Nginx to minimize such disruption where it is within Nginx's reasonable control.

5. PRIVACY. Each party will comply with the Nginx Privacy Policy, and each party shall cause its agents and employees to comply with all data privacy laws and regulations applicable to its

business in its performance hereunder. Nginx will maintain physical, electronic and procedural safeguards reasonably designed to protect the confidentiality and integrity of Subscriber Content. Nginx does not represent and except as expressly set forth herein expressly disclaims that it meets the standards for operational compliance or certification in any specific area, including any government or industry association requirements. Subscriber shall provide all notices to, and obtain any consents from, any data subject as required by any applicable law or regulation in connection with the processing of any personally identifiable information of such data subjects via the Service by Nginx and/or Subscriber. Subscriber shall be responsible for ensuring that any processing of Subscriber Content by Nginx or Subscriber via the Service does not violate any applicable laws or regulations. Subscriber shall not process or submit to the Service any Subscriber Content that includes any: (i) “personal health information,” as defined under the Health Insurance Portability and Accountability Act, unless it enters into a separate agreement with Nginx relating to the processing of such data; (ii) government issued identification numbers, including Social Security numbers, driver’s license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) “sensitive” personal data, as defined under Directive 95/46/EC of the European Parliament (“EU Directive”) and any national laws adopted pursuant to the EU Directive, about residents of Switzerland or any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life or the commission or alleged commission of any crime or offense.

6. THIRD PARTY CONTENT. Subscriber acknowledges and agrees that all Third Party Content is governed by its respective terms and such terms are solely between Subscriber and the applicable licensor. Subscriber agrees to comply with such third party terms (including open source license terms), as applicable, and Nginx has no liability with respect to Third Party Content under this Agreement.

7. TERM AND TERMINATION.

7.1 This Agreement shall commence on the Effective Date and shall continue until the earlier of the following: (a) the date one party gives the other notice of its intent to terminate this Agreement; and (b) the date that Nginx discontinues offering the Service.

7.2 Upon termination of this Agreement: (a) any and all rights granted to Subscriber with respect to the Service, Documentation and Tools, and except as set forth in Section 7.3 any and all rights granted to Nginx with respect to the Subscriber Content, will terminate effective as of the effective date of termination; (b) Subscriber will return to Nginx any and all Confidential Information of Nginx in the possession or control of Subscriber; and (c) Nginx will have no obligation to provide the Service, Documentation or Tools to Subscriber or End Users after the effective date of the termination. Sections 2.4, 3.3 and 6-14 shall survive the termination of this Agreement.

7.3 Nginx’s only obligation with respect to any Subscriber Content is, upon Subscriber’s request, to promptly delete or destroy the information that is stored, if any, in the Service database on the effective date of termination. In addition, Subscriber acknowledges that although Subscriber Content will be deleted from its transaction servers, Nginx may retain Subscriber Content stored on automatic backup archiving systems during the period such backup or archived materials are retained under Nginx’s customary procedures and policies. In addition, Nginx may retain certain information as provided in Section 3.3.

8. OWNERSHIP. Except for the limited usage rights expressly stated in this Agreement, Nginx retains all right, title and interest in and to the Service, the related user interface, the Documentation, the Site and any other Nginx websites, the Tools, all other materials provided by Nginx under this Agreement and all derivative works of the foregoing. This Agreement sets forth the entirety of Subscriber's and its End Users' limited rights to access and use the Service. Nginx will own and may use and evaluate all Feedback for its own purposes. All Feedback is Nginx Confidential Information.

9. CONFIDENTIALITY. Each party expressly recognizes that the Confidential Information of the other party is being disclosed under conditions of confidentiality. Each party shall not disclose Confidential Information to any third party; however, it may disclose Confidential Information to its employees and agents who need to know Confidential Information in order to comply with the terms of this Agreement; provided that each party shall be liable for all violations of this Section 9 by its employees and agents. In the event that a party is required by law to disclose Confidential Information, that party may do so provided that it uses commercially reasonable efforts to promptly notify the other party prior to the required disclosure.

10. DISCLAIMER. THE SERVICE, RELATED INTERFACE, SITE, TOOLS, DOCUMENTATION AND ALL OTHER MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED AS IS AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THEY ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND NGINX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE SERVICE, RELATED INTERFACE, SITE, TOOLS, DOCUMENTATION AND ALL OTHER MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA OR WILL MEET SUBSCRIBER'S OR ITS END USERS' REQUIREMENTS.

11. INDEMNIFICATION. Subscriber will defend, indemnify and hold Nginx, including its employees, officers, directors, licensors, representatives and permitted assigns harmless against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Subscriber's or any End Users' use of the Service (including any activities under its account and use by its employees, agents and subcontractors); (b) breach of this Agreement or violation of applicable law by Subscriber or any End User; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Subscriber Content; or (d) a dispute between Subscriber and any End User. If Nginx is obligated to respond to a third party subpoena or other compulsory legal order or process described above, Subscriber will also

reimburse Nginx for reasonable attorneys' fees, as well as Nginx's employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at Nginx's then-current hourly rates.

12. LIMITATIONS OF LIABILITY.

12.1 ELECTRONIC COMMUNICATIONS AND AVAILABILITY. NGINX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS OR DAMAGES RESULTING FROM THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUBSCRIBER AGREES THAT NGINX WILL NOT BE LIABLE FOR ANY LACK OF AVAILABILITY OF THE SERVICE, SUBSCRIBER CONTENT OR THIRD PARTY CONTENT.

12.2 SUBSCRIBER CONTENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NGINX WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM THE INABILITY TO ACCESS SUBSCRIBER CONTENT OR ANY DAMAGE TO, OR UNAUTHORIZED ACCESS OR LOSS OF ANY SUBSCRIBER CONTENT. IN NO EVENT WILL NGINX BE RESPONSIBLE TO PROVIDE SUBSCRIBER OR END USERS WITH COPIES OF SUBSCRIBER CONTENT. IN NO EVENT WILL NGINX BE RESPONSIBLE FOR THE ACCURACY, LEGALITY OR DECENCY OF MATERIAL CONTRIBUTED BY OTHER SUBSCRIBERS AND THEIR END USERS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAMS.

12.3 THIRD PARTY CONTENT. THIRD PARTY CONTENT IS PROVIDED "AS IS" AND IS GOVERNED BY ITS OWN TERMS OF SERVICE AND PRIVACY POLICIES. NGINX DISCLAIMS ALL LIABILITY FOR THIRD PARTY CONTENT.

12.4 IN NO EVENT WILL NGINX BE LIABLE TO SUBSCRIBER, END-USER OR ANYONE CLAIMING BY OR THROUGH SUBSCRIBER OR END-USER, FOR ANY DATA LOSS, UNAUTHORIZED USE OR ACCESS TO SUBSCRIBER OR END-USER DATA OR CONTENT, INCLUDING ANY PERSONALLY IDENTIFIABLE INFORMATION, DATA SECURITY BREACH, OR FAILURE OF ANY DATA SECURITY CONTROLS.

12.5 LIMITATIONS OF LIABILITY. IN NO EVENT WILL NGINX BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NGINX'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (US\$100). IN NO EVENT WILL NGINX'S LICENSORS HAVE ANY LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE AN ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

13. MISCELLANEOUS.

13.1 Subscriber may not delegate, assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of Nginx and any attempt to do so shall be void.

13.2 Any notice given under this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to Subscriber or when delivered in person to a party by a nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid. Notice to Nginx shall be sent to Nginx Software, Inc., 85 Federal Street, San Francisco, CA 94107, Attention: Chief Financial Officer. Notice to Subscriber shall be sent to the e-mail or physical address given in Subscriber's account with Nginx.

13.3 Subscriber will comply with all applicable laws in its use of the Service, including all export and anti-bribery laws and regulations. Subscriber shall not and shall not allow any third party to remove or export from the United States or allow the export or re-export of the Service or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Subscriber agrees to the foregoing and warrants that it and its End Users are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Service is further restricted from being used for: (i) terrorist activity, or (ii) the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. The Service and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

13.4 The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another.

13.5 Each party will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control.

13.6 This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles. Any litigation related to this Agreement shall be brought in the state or federal courts located in San Francisco, California, and only in those courts, and each party irrevocably waives any objections to such venue.

13.7 Nginx may list Subscriber as a customer and use Subscriber's name and logo on the Site, on publicly available customer lists and in media releases.

13.8 This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. In the event any information posted on the Site from time to time conflicts with any provision of this Agreement, the applicable provision of this Agreement shall control. Any terms and conditions of any other instrument issued by Subscriber in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. All terms of any purchase order are rejected. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the parties. Any waiver by either party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

13.9 Digital Millennium Copyright Act. Nginx has adopted the policy set forth at https://amplify.nginx.com/terms/NGINX_DMCA_Policy_1111.pdf toward copyright infringement with respect to the Service in accordance with the Digital Millennium Copyright Act, a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>.

14. DEFINITIONS.

“Acceptable Use Policy” means the policy set forth at https://amplify.nginx.com/terms/NGINX_Acceptable_Use_Policy_1311.pdf

“Confidential Information” means all nonpublic information disclosed by a party or its respective employees or contractors, that such party has designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Notwithstanding the foregoing, Confidential Information does not include Subscriber Content or any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the receiving party without reference to the Confidential Information.

“Content” means software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, third party programming code and API, dashboard, administration tools and graphical interface.

“Documentation” means Nginx’s technical and operations documentation with respect to the Service set forth at <https://github.com/nginxinc/nginx-amplify-doc/>

“Feedback” means any suggestions, enhancement requests, recommendations or other feedback concerning the use of the Service, Documentation, Site, Tools or any other materials provided under this Agreement.

“Nginx Privacy Policy” means the privacy policy set forth at https://amplify.nginx.com/terms/NGINX_Privacy_Policy_1211.pdf

“Service Period” means the period from the Effective Date until termination of this Agreement.

“Subscriber Content” means any data, text, or other content that Subscriber or any End User runs, processes or stores on, uploads to, or causes to interface with the Service.

“Third Party Content” means Content made available to Subscriber by any third party on the user interface or in conjunction with the Service.

“Tools” means various application program interfaces (APIs), agents, libraries and other materials available at the Site or through the Service, as updated from time to time.