Terms & Conditions

This is a legal agreement between you and Google. By accepting these terms, you are representing that you have the authority to bind the party being issued a Developer Token for this AdWords API (you and that party collectively referred to as “you”). The “Developer Token” is the AdWords API Program user passkey given to you by Google upon successful sign-up for this program. In exchange for use of and access to a Developer Token, and Google's proprietary AdWords API and its specifications you agree to be bound by the terms of these AdWords API terms and conditions (the “AdWords API Agreement”). The AdWords APIs are a feature of the Google AdWords program and any account management using the AdWords API is also governed by the AdWords terms and conditions between you and Google (your “AdWords Terms”). “Google” in this Agreement means the Google entity with which you have entered into your AdWords Terms (e.g., Google Inc., Google Ireland Limited, etc.) and its affiliates.

The AdWords API, all Developer Tokens and the AdWords Specifications are, as applicable, the intellectual property and proprietary information of Google. Any right to use, copy or to retain a copy of the AdWords API and the AdWords API Specifications is subject to and contingent on your full compliance with this AdWords API Agreement. If you violate any part of this AdWords API Agreement, (i) your access to the AdWords API may be suspended or terminated without notice and you have no right to use the AdWords API or (ii) as liquidated damages, you may experience service degradation and/or prices charged to you for usage may be changed. If you wish to terminate all or part of this AdWords API Agreement, you must cease all use of the AdWords API.

I. Definitions

The following defined terms have the following meanings for the purpose of this AdWords API Agreement:

- The “use” of the AdWords API means: (A) the use of the mark-up language described in the AdWords API Specifications to (i) access Google servers through the AdWords API, (ii) send information to AdWords accounts using an AdWords API Client, or (iii) receive information from Google in response to AdWords API calls; and/or (B) distributing or developing an AdWords API Client.
- An “account owner” means the owner of record of an account or a party whom the owner of record has authorized to access and manage that account.
- “AdWords API Campaign Management Data” means AdWords API Input Data passed to the AdWords API servers using Creation Functionality and Management Functionality.
- An “AdWords API Client” means the system of (i) software that can access or communicate with Google’s servers using the AdWords API Specifications (the “AdWords API Primary Client”), and (ii) software that can Communicate AdWords API Data with that AdWords API Primary Client, directly or indirectly, in each case that has been approved by Google for Developer Token use. “Communicate” means that two software applications, directly or through any other software, can transfer data in one or both directions by any means, regardless of the mechanism or semantics of the communication and even if the communication mechanism is one traditionally considered a communication mechanism between two separate software applications (e.g. pipes or sockets).
- “AdWords API Data” means AdWords API Report Data and AdWords API Input Data.
- “AdWords API Input Data” means any data, instruction or content sent to Google using the AdWords API.
- “AdWords API Report Data” means any data or content received from Google using Reporting Functionality.
- “AdWords API Specifications” means all information and documentation Google provides specifying or concerning the AdWords API specifications and protocols and any Google-supplied implementations or methods of use of the AdWords API.
“Affiliate” of a party means an entity that controls, is controlled by or is under common control with that party. For the purposes of the foregoing “control” means the direct or indirect ownership by the controlling entity of more than 50% of the voting stock of the controlled entity or the right of the controlling entity to appoint more than 50% of the board of directors of the controlled entity.

“Custom” means that all rights (including license rights) in the source and object code of the End-Advertiser-Only AdWords API Client or the Internal-Only AdWords API Client, except for standard software APIs, modules, functions and libraries originally developed for creating or running software applications not related to Google (collectively the “Custom Portion” of the client), are owned and held solely by the Owner. A “Complete Sale” is a transaction in which: (y) the entire rights (including any license rights) to the Custom Portion of the End-Advertiser-Only AdWords API Client or the Internal-Only AdWords API Client are transferred to a new Owner; and (z) the prior Owner destroys and no longer uses any copies of the Custom Portions of the client code still in its possession.

“Creation Functionality” means the functionality listed under the heading “Creation Functionality” on the RMF List.

“End-Advertiser-Only AdWords API Client” means a Custom AdWords API Client (a) developed only for one party who (together with its Affiliates) will be the sole user and owner (other than ownership of open source code) of the AdWords API Client (the “Owner”), and (b) which is used only to manage advertising for the Owner's own products and services (e.g., not an agency or reseller managing or purchasing advertising for other parties).

“Internal-Only AdWords API Client” means a Custom AdWords API Client (a) developed only for one party who (together with its Affiliates) will be the sole Owner, and (b) which is used only by employees of the Owner to manage advertising for the Owner's customers’ products and services (e.g., an agency or reseller managing or purchasing advertising for other parties). Any AdWords API Client that is used by the Owner’s users, partners or customers is expressly excluded from the definition of an Internal-Only AdWords API-Client.

“Management Functionality” means the functionality listed under the heading “Management Functionality” on the RMF List.

“Reporting Functionality” means the functionality listed under the heading “Reporting Functionality” on the RMF List.

“RMF List” means the required minimum functionality listed at: https://developers.google.com/adwords/api/docs/requirements.

“Third Party” means a party other than Google or you and includes without limitation any database, software or service owned by or under the control of a party other than Google or you.

II. AdWords API Use

1. **Permission to Use.** You may use the AdWords API only in accordance with the terms and conditions of this AdWords API Agreement. You must use the same Developer Token, and only one Developer Token, at all times. You may only apply for a Developer Token for the sole purpose of using it in AdWords API Clients you have developed, as approved by Google. You may not use any Third Party Developer Token in an AdWords API Client unless permitted in writing by Google. Your Developer Token may be terminated by Google if not used for 3 consecutive calendar months.

2. **Non-Compliant AdWords API Clients.** You shall not use an AdWords API Client that violates this AdWords API Agreement.

3. **AdWords API Report Data.**
   a. **Transfer of AdWords API Report Data.** You shall not sell, redistribute, sublicense or otherwise disclose or transfer to any Third Party all or any portion of AdWords API Report Data (except that you may disclose the AdWords API Report Data from a particular account to the owner of that account).
   b. **Developer Token.** You take responsibility for any and all use of the AdWords API using your Developer Token, if obtained directly or indirectly from you.
c. **Security.** You shall use all reasonable efforts to keep all AdWords API Data in a secure environment at all times according to commonly acceptable security standards for enterprise data, but an environment at least as secure as that for your own enterprise data. All data transfer using the AdWords API must be secured using at least 128 Bit SSL encryption, or for transmissions directly with Google, at least as secure as the protocol being accepted by the AdWords API servers.

d. **Data Collection.** Except as expressly permitted by Google under a Google product or service feature, you shall not use any automated means (for example scraping or robots) other than the AdWords API to access, query or otherwise collect Google-related information from Google, the AdWords Program or any website owned or operated by Google or a Google partner site that displays Google advertising (collectively “Google Scraping”).

4. **Google Monitoring.** You acknowledge that Google may monitor any AdWords API activity for the purpose of ensuring quality, improving Google products and services and compliance with these terms. You shall not try to interfere with such monitoring or otherwise obscure from Google your AdWords API activity. Google may use any technical means to overcome such interference.

5. **Permissible Usage.** You may only use the Developer Token for the purposes stated in the Developer Token application form. Screenshots and/or mockups of material changes thereafter proposed to the AdWords API Client must be sent, at least two weeks prior to these changes taking effect, to the following email address: 3P-Compliance@google.com. For the sake of clarity, after that two week period has elapsed, you do not need to wait for a response from Google before those material changes take effect.

### III. AdWords API Client Development and Distribution

1. **Permission to Use.** You may use the AdWords API and AdWords API Specifications to develop and distribute an AdWords API Client only in accordance with the terms and conditions of this AdWords API Agreement. For example, any AdWords API Clients you use, develop or distribute must meet the criteria set forth in this Section III.

2. **AdWords API Clients.**
   a. **Account Data.** The AdWords API Client must neither enable nor allow any party to access or use any data obtained through Google Scraping. The AdWords API Client must neither enable nor allow any party to access or use the account, passwords, AdWords API Data or any other account information of a party other than the then-current end-user (which includes parties acting on an end-user's behalf and authorized by that end-user to do so), whether or not the AdWords API Data is in identifiable or aggregate form.
   b. **Information Transfer.** Notwithstanding anything to the contrary in this AdWords API Agreement, AdWords API Clients may only use or transfer AdWords API Data as expressly allowed in Section III of this API Agreement.
   c. **Co-Mingling of AdWords API Data.** This Section III(2)(c) does not apply to End-Advertiser-Only AdWords API Clients.
      i. [Reserved]
      ii. [Reserved]
      iii. **Reporting Data.** The AdWords API Client can show AdWords API Report Data on the same page of the user interface or on a separate tab or screen with the content of Third Parties; provided that the AdWords API Client may not (A) display non-Google data in a manner that would lead any person to reasonably attribute such data to Google or an AdWords account, (B) display Google data in a manner that would lead any person to reasonably attribute such data to parties other than Google or to a product other than AdWords or (C) display non-Google data in aggregate with Google data unless it is made clear how much of the aggregate is composed of Google data. AdWords API Report Data may be edited inline on the screen so long as the content of Third Parties appears in different fields.
d. **No Distribution.** Except in the case of a Complete Sale, End-Advertiser-Only AdWords API Clients and Internal-Only AdWords API Clients may not be distributed (e.g., transferred, licensed or sold); provided, however that an End-Advertiser-Only AdWords API Client will cease to be an End-Advertiser-Only AdWords API Client and an Internal-Only AdWords API Client will cease to be an Internal-Only AdWords API Client if any rights in the Custom Portion of the End-Advertiser-Only AdWords API Client or the Internal-Only AdWords API Client, as applicable, are transferred or licensed to, or if the End-Advertiser-Only AdWords API Client or the Internal-Only AdWords API Client is used by, a party other than (i) the Owner (except temporarily during development and testing in a non-live environment) or (ii) an agent of the Owner acting on the Owner’s behalf and using that client solely to advertise the Owner’s own products and services.

e. **Delayed Data.** The AdWords API Client shall prominently disclose in the AdWords API Client the extent to which any displayed AdWords information is on delay in relation to information available in the AdWords system if such delay is in excess of 24 hours.

f. **Required Minimum Functionality.** This Section III(2)(f) does not apply to End-Advertiser-Only AdWords API Clients.
   1. **Accessibility.** All AdWords API Clients must display at least as much functionality as is set forth in the RMF List, in each case in a reasonably prominent location. If the RMF List includes a particular function, all aspects of that function and all API calls related to that function must be enabled and displayed together. AdWords API Clients will need to display any additional functionality added to the RMF List within 4 months after those functionalities are added to the RMF List.
   2. **Data Transmission.** When you transmit data via the AdWords API to both or between Google and a Third Party, whether directly or indirectly, you must, in a user visible interface (1) disclose the name of each network that the data are transmitted to by the API Client, (2) explain the reason for and nature of any incompatibilities (i.e., data that cannot faithfully be transformed or where the action's result may not be what the user reasonably expected), and (3) give the user the opportunity to cancel the transmission, edit the transmission to resolve any incompatibilities, or proceed with the transmission. Notifications may be aggregated in a reasonable manner so long as the user is appropriately informed as to the nature, quantity and impact of the actions being taken.
   3. **Reporting Data Transparency.** The Owner must provide all customers with reporting data, as frequently as existing reporting, but no less than on a monthly basis, that discloses the Google spend and performance (i.e., total spend, click, impression) attributable to the customer's advertisements with Google in a reasonably prominent location.
   4. **Bi-Directional Functionality.** To the extent permitted by Google and any relevant Third Party, data imports and exports via the AdWords API and a Third Party API must operate equivalently.
   5. **No Circumvention.** You will not take any action, or use any systems or techniques or engage in any activities or practices that circumvent, disrupt or otherwise interfere with this Section III(2)(f).

g. **Security.** Each AdWords API Client must have adequate protections in order to keep secure and prevent the interception of all AdWords API Data and Developer Tokens. All such information must be kept in a secure environment at all times according to commonly acceptable security standards for enterprise data, but an environment at least as secure as that for your own enterprise data. All AdWords API Clients must transmit data with a protocol at least as secure as 128 Bit SSL encryption, or for transmissions directly to Google, at least as secure as the protocol being accepted by the AdWords API servers.

h. **Data Collection.** The AdWords API Client must not enable Google Scraping or accept data from Google Scraping.

i. **Personally Identifiable Information.** The AdWords API Client must not collect personally identifiable information of any party unless it first informs the user about the types of
information being collected and how that information may be used and then obtains the user's express permission for those uses.

j. **Compliance with Law.** The AdWords API Client must comply with all applicable government laws, rules and regulations and any Third Party's rights and must not operate in a manner that is, or that a user of the AdWords API Client would reasonably consider, deceptive, unethical, false or misleading.

k. **Duty not to Interfere.** The AdWords API Client must not interfere or attempt to interfere in any manner with the proper working of the AdWords API. Each AdWords API Client must pass its assigned Developer Token to Google as outlined in the AdWords API Specification. You must not modify the Developer Token in any AdWords API Client except that you may modify the Developer Token if expressly permitted by in writing by Google.

l. **Google Monitoring.** The AdWords API Client must not, and must not attempt to, interfere with Google monitoring of AdWords API activity or otherwise obscure from Google AdWords API activity. Google may use any technical means to overcome such interference, including without limitation suspending or terminating access of the AdWords API Client.

m. **Automated Use.** You may not provide a Third Party the ability to, via automated means, use the AdWords API — all Third Party use must be by a human user via the AdWords API Client user interface.

### 3. API Client Branding

a. **Logo Use.** Unless otherwise agreed in writing by Google, this AdWords API Agreement does not grant you any rights to use or display Google logos or trademarks or any other rights to Google Brand Features (defined below), except that you may textually refer to Google in your AdWords API Client as required and consistent with this AdWords API Agreement.

b. **Brand Feature Rules.** Google may withdraw any license to any Google Brand Features at any time for any or no reason. You shall not alter Brand Features in any way at any time (for example, changing color or size) without Google's prior written permission. You shall not display Brand Features on, or associate Brand Features with, any “adult content” or illegal content. Goodwill in the Brand Features will inure only to Google's benefit and you obtain no rights with respect to any of them. You irrevocably assign and must assign to Google any right, title and interest that you obtain in any of Google's Brand Features. You must not at any time challenge or assist others to challenge Brand Features or their registration (except to the extent you can't give up that right by law) or attempt to register any trademarks, marks or trade names confusingly similar to Google's. “**Brand Features**” means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of Google, including without limitation the AdWords Logos.

### IV. The AdWords APIs in General

1. **Payment for Usage.**
   
a. **Rates and Units.** The number of quota units consumed by each type of AdWords API operation is set forth on the Google AdWords API rate card located at [https://developers.google.com/adwords/api/faq#37445](https://developers.google.com/adwords/api/faq#37445). “Quota Charges” means amount charged per quota unit consumed. You shall pay to Google all Quota Charges per month, as set forth on the Google AdWords API rate card set forth at [https://developers.google.com/adwords/api/faq#37445](https://developers.google.com/adwords/api/faq#37445). You are responsible for any AdWords API operations in connection with your Developer Token.

b. **Pricing Changes.**
   
   1. **New Features.** For newly available AdWords API operations, Google may set both the Quota Charges per quota unit and the number of quota units consumed by those new AdWords API operations at any time by notifying you or posting
such pricing changes to Google's rate card at [https://developers.google.com/adwords/api/faq#37445](https://developers.google.com/adwords/api/faq#37445).

ii. **Existing Features.** Adjustment to Google's rate-card for the number of quota units consumed by any existing AdWords API operations will take effect any time 15 days after notice to you. Any changes to Quota Charges per quota unit will take effect any time at least 30 days after notice to you.

iii. **Preferred Pricing.** Note that preferred pricing for Quota Charges may be available; see [https://developers.google.com/adwords/api/faq#37445](https://developers.google.com/adwords/api/faq#37445) for more information. Google reserves the right to cancel your access to and modify or terminate the preferred pricing at any time.

c. **Payment Terms.** You shall pay all charges in U.S. Dollars, unless otherwise set forth between you and Google in writing, by (a) prepayment, (b) upon invoice due date, or (c) any other method accepted by Google for AdWords API payments. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. You are responsible for (y) any taxes, government charges, and (z) reasonable expenses and attorneys fees Google incurs collecting late amounts. You waive all claims relating to charges unless claimed within 60 days after the invoice date (this does not affect your credit card issuer rights). Charges are solely based on Google's measurements of quota usage. Nothing in these terms may obligate Google to extend credit to any party.

2. **NO GUARANTEED ACCESS.**

a. **Experimental Product and Program.** The following provisions will be in full force and effect after July 8, 2012: You acknowledge and agree that the availability of the AdWords API, and the terms upon which it is available, are continually under experimentation. You acknowledge and agree that this AdWords API Agreement does not create any estoppel, or other right to rely upon continued AdWords API access, and you hereby waive, and agree not to assert, any such claims against Google under contract, law or any other legal theory.

b. **No Continued Access OR STANDARD.** YOU ACKNOWLEDGE AND AGREE THAT Google may suspend or terminate your access to the AdWords API, OR CHANGE ANY OF THE ADWORDS API SPECIFICATIONS, PROTOCOLS OR METHODS OF ACCESS for any or no reason and will bear no liability for such decisions. It is solely your responsibility at all times to backup your data AND to be prepared to manage your accounts and conduct your business without access to the AdWords API.

c. **No Service Level.** GOOGLE DOES NOT REPRESENT OR WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE ADWORDS API WILL BE AVAILABLE WITHOUT INTERRUPTION OR WITHOUT BUGS.

3. **Inspection for Compliance.**

a. **User-Interface Inspection.** You agree that Google may inspect your AdWords API Client user interfaces at any time. Any such inspection must be during normal business hours. You must allow Google to visit your place of business, or inspect all functionality of your AdWords API Client to Google's reasonable satisfaction in some other manner agreed between you and Google, within 7 days after notice from Google that Google desires to inspect your AdWords API Client interfaces. Google's inspection shall consist only of a thorough walk-through with Google of each screen in your AdWords API Clients on which AdWords API Data is displayed or inputted. At the conclusion of such inspection, you shall provide Google with a signed certification that you showed Google all such screens.

4. **Client Software Principles.** Your development and distribution of any software application that accesses Google, including without limitation your development or distribution of any AdWords API Client, must at all times comply with the software principles set forth at [http://www.google.com/corporate/software_principles.html](http://www.google.com/corporate/software_principles.html).

5. **Compliance with Law and Policies.** You are responsible for complying with all applicable government laws, rules and regulations, all Third Party rights and all Google policies. You shall
not use the AdWords API in a manner that violates such laws, rules and regulations, Third Parties' rights or any Google policies or in a manner that is deceptive, unethical, false or misleading.

6. **Duty not to Interfere.** You shall not interfere or attempt to interfere in any manner with the proper working of the AdWords API.

7. **Usage and Quotas.** Google may, in its sole discretion, set a quota on your AdWords API usage based on, among other things, the AdWords spend history of the accounts under management by your Developer Token. You shall not attempt to exceed automated use-quota restrictions.

8. **No Implied Rights.** Other than expressly granted herein, this AdWords API Agreement does not grant either party any intellectual property or other propriety rights. You hereby release and covenant not to sue Google and its corporate affiliates and any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property you develop that is based on, uses, or relates to the AdWords API; and (b) which otherwise may arise in connection with your use of, reliance on, or reference to the AdWords API. As between you and Google, Google and its applicable licensors retain all intellectual property rights (including without limitation all patent, trademark, copyright, and other proprietary rights) in and to the AdWords API Specifications, all Google websites and all Google services and any derivative works created therefrom. All license rights granted herein are not sublicenseable, transferable or assignable unless otherwise stated herein.

9. **Non-exclusive.** This AdWords API Agreement is a non-exclusive agreement. You acknowledge that Google may be developing and may develop products or services that may compete with this AdWords API, AdWords API Clients or any other products or services.

10. **Third Party Opt Out.** You must, at all times, provide to any customers for whose accounts you are accessing through the AdWords API the ability to easily and quickly (no longer than 3 business days after customer notice to you) disassociate their AdWords campaigns from your services and Developer Token and regain exclusive control of their AdWords accounts.

11. **Indemnification.** You shall indemnify, defend and hold Google, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are “Claims”) arising out of or related to any act or omission by you in using the Google AdWords API, or relating to the development, operation, maintenance, use and contents of an AdWords API Client, including but not limited to any infringement of any third-party proprietary rights. At Google’s option, you shall assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Google may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you shall not settle any such Claim without Google’s prior written consent).

12. **Termination.** Any licenses contained in this AdWords API Agreement will terminate automatically without notice if you fail to comply with any provision of this AdWords API Agreement. Google reserves the right to terminate this Agreement or discontinue the AdWords API or any portion or feature thereof for any or no reason and at any time without liability to you. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using the AdWords API or distributing or developing AdWords API Clients and delete all AdWords API Specifications in your possession or control (including without limitation from your AdWords API Client and your servers). The provisions of Sections I, II(2)-(4), III(2), III(3)(b), IV(2) and IV(5)-(16) will survive any termination of this AdWords API Agreement and will continue to bind you in accordance with their terms. If the Google AdWords program ceases to support a program feature, the AdWords API will continue to function and will return an error code for the Google AdWords program feature that is no longer supported.

13. **Modification.** Google may modify any of the terms and conditions contained in this API Agreement, at any time and in its sole discretion, by posting a change notice to your account, changing the agreement linked from the AdWords FAQ, emailing the email address of your AdWords account or Developer Token account or otherwise notifying you. The changes to this API Agreement will not apply retroactively and will become effective 7 days after posting. However, changes specific to new functionality or changes made for legal reasons will be effective immediately upon notice. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOourse IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED**
use of the AdWords API, continued possession of a copy of the AdWords API specifications or continued development or distribution of an AdWords API client following a notification of a change as described above will constitute binding acceptance of the change.

14. Disclaimer and Limitation of Liability. Google disclaims all warranties, express or implied, including without limitation for noninfringement, merchantability and fitness for any purpose. Google shall have no consequential, special, indirect, exemplary, punitive, or other liability whether in contract, tort or any other legal theory, under this AdWords API Agreement, even if advised of the possibility of such liability and notwithstanding any failure of essential purpose of any limited remedy. Additionally, Google shall have no direct liability whether in contract, tort or any other legal theory, under this AdWords API Agreement, even if advised of the possibility of such liability and notwithstanding any failure of essential purpose of any limited remedy. In the event that any of the above is not enforceable, Google's aggregate liability under this Agreement is limited to amounts paid or payable to Google by you for the AdWords API services in the month preceding the claim. The AdWords API is made available primarily as a convenience to Google's users and as such you agree that the disclaimers and limitations of liability in this Agreement (including without limitation this section and Section IV(2)) are a fair allocation of risk and an essential element of this Agreement, including without limitation the modest fees charged by Google.

15. Injunctive Relief. You acknowledge that the limitations and restrictions in this AdWords API Agreement are necessary and reasonable to protect Google, and expressly agree that monetary damages may not be a sufficient remedy for breach of this Agreement. In recognition thereof, you agree not to assert, with respect to an action or motion of Google for injunctive relief with respect to such breach, that monetary damages would be sufficient remedy for any such breach. You agree that Google will be entitled to seek temporary and permanent injunctive relief against any threatened violation of such limitations or restrictions or the continuation of any such violation in any court of competent jurisdiction, without the necessity of proving actual damages.

16. Miscellaneous. If you are a party to AdWords Terms, then the governing law and jurisdiction provisions of the AdWords Terms will also apply to the AdWords API Agreement. If you are not a party to AdWords Terms, then a) the AdWords API Agreement is governed by California law, excluding California’s choice of law rules, and b) all claims arising out of or relating to the subject matter of this AdWords API Agreement will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and the parties consent to personal jurisdiction in those courts. The AdWords API Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any conflicting or additional terms contained in additional documents or oral discussion are void. You may grant approvals, permissions and consents to Google by email, but any modifications by you to this AdWords API Agreement must be made in a writing executed by both parties. Any notices to Google must be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. Any waiver of a provision of this AdWords API Agreement or of Google’s rights or remedies must be in a writing signed by Google to be effective. Failure, neglect, or delay by Google to enforce a provision of this AdWords API Agreement or its rights or remedies, will not be construed as a waiver of Google’s rights and will not in any way affect the validity of the whole or any part of this Agreement or prejudice Google’s right to take subsequent action. Unenforceable provisions will be modified to reflect the parties’ intention, and remaining provisions of the AdWords API Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. You and Google are not legal partners or agents, but are independent contractors. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of
corporate transaction) you will, within 15 days after the change of control, (i) provide written notice to Google and (ii) re-apply for the Developer Token. If the Developer Token has not been re-approved within 45 days after the change of control, your permission to use the Developer Token automatically terminates.

17. Deprecation Terms. Google may, in its sole discretion, cease providing the current version of the AdWords API, at which point the current version of the AdWords API will be deprecated (the “Deprecated Version”). Google will issue an announcement if the current version of the AdWords API will be deprecated. For a period of 4 months after an announcement (the “Deprecation Period”), Google will use commercially reasonable efforts to continue to operate the Deprecated Version and to respond to problems with the Deprecated Version deemed by Google in its sole discretion to be critical. During the Deprecation Period, no new features will be added to the Deprecated Version. Google reserves the right in its sole discretion to cease providing all or any part of the Deprecated Version immediately without any notice for any of the reasons provided in Section IV(12). At any time prior to creating a Deprecated Version, Google may, in its reasonable discretion, label certain features or functionality of the AdWords API as "experimental." This Section IV(17) of the AdWords API Agreement will not apply to any features or functionality labeled as "experimental." Note that this Section IV(17) will be of no more force or effect as of July 8, 2012.

AGREED AND ACCEPTED BY:

Company Name: ______________________

By: ____________________________

Name: ______________________

Title: ______________________

Date: ______________________

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