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## BUF TECHNOLOGIES, INC.

### MASTER SUBSCRIPTION AGREEMENT ORDER FORM

This Buf Technologies Order Form (the “**Order Form**”) is by and between Buf Technologies, Inc., a Delaware corporation, with a principal place of business at 50 Fountain Plaza, Suite 1400, Buffalo, NY 14202 (“**Buf Technologies**” or “**Buf**”) and the entity listed as Subscriber below (“**Subscriber**”). This Order Form is governed by the Master Subscription Agreement Terms and Conditions incorporated by reference, Schedules and Appendices, and all attachments, exhibits and other documents incorporated into any of the foregoing (collectively, the “**Agreement**”). No products or services are ordered as a result of this Buf Technologies Order Form alone. Buf Technologies and Subscriber, collectively the “**Parties**”, cause this Order Form to be executed by their authorized representatives as of the Effective Date set forth below (“**Effective Date**”). In the event of any conflict between this Order Form and the Agreement, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form.

## Order Form

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**Subscriber Details:** As per AWS Marketplace contract details

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### Order Details

**Effective date:** As per AWS Marketplace Contract details

**Term:** As per AWS Marketplace Contract details

**Billing:** As per AWS Marketplace Pricing

**Payment terms:** As per AWS Marketplace Terms

**Currency:** USD

**Maximum Usage:** Trial environment with max 1 unit, in a **non-production environment**

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### Services & Pricing

Product	Minimum Annual Price	Description
Bufstream - Enterprise On-Premises	As per AWS Marketplace Contract details	<ul style="list-style-type: none"><li>• Trial usage for an on-premises, enterprise-wide software license for Bufstream for length of term</li><li>• Certified Operating System: Kubernetes version 1.27 or newer on AWS, Google Cloud Platform, or Azure running on amd64 linux</li><li>• Deployment to non-production Environment</li></ul>

**SUBSCRIBER**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUF TECHNOLOGIES, INC.**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix 1**

### **Software Usage Definitions**

#### **Bufstream – GiB:**

Bufstream is priced based on the number of uncompressed Gibibytes (GiB) written by Subscriber, across all Bufstream deployments. There is no charge for read throughput. There is no charge for per-core, per-agent, or per-call fees.

## MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

### 1. DEFINITIONS. As used in this Agreement:

**1.1 “Buf Platform”** means the technology used by Buf to deliver the Buf Service to Subscriber.

**1.2 “Buf Service”** means the Buf cloud hosted service, on-premises software and any associated support packages delivered by Buf to Subscriber using the Buf Platform as more fully described in the Order Form.

**1.3 “Confidential Information”** means all information regarding a party’s business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Subscriber Data is the Confidential Information of Subscriber. Confidential Information of Buf includes information derived from or concerning the Buf Service, the source code of the Buf Platform, the Documentation and the terms of this Agreement.

**1.4 “Documentation”** means any user manuals, handbooks, and online materials provided by Buf to Subscriber that describe the features, functionality, or operation of the Buf Platform and/or Software, as applicable.

**1.5 “Intellectual Property Rights”** means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

**1.6 “Order Form”** means any order form for Buf Service executed by both parties that references this Agreement. The initial Order Form is attached hereto as the cover sheet.

**1.7 “Schedule”** means a mutually agreed upon schedule that references this Agreement and identifies the services and/or software to be made available by Buf.

**1.8 “Software”** means the software program(s) or program module(s) described in an Order Form or Schedule, and any modified, updated or enhanced versions of such programs or modules that Buf may provide to Subscriber pursuant to this Agreement.

**1.9 “Subscriber Data”** means any data uploaded or transmitted to the Buf Service by Subscriber.

**1.10 “Support”** means the maintenance and/or support services as described in an applicable Schedule.

**1.11 “Third-Party Marketplace Provider”** means the provider of a third-party marketplace which is authorized to list or sell the Buf Service.

**1.12 “Users”** means Subscriber’s employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Buf Service.

**2. SCHEDULES.** No products or services are ordered as a result of entering into this Agreement. Any products or services ordered by Subscriber will be identified in Schedules agreed to and executed by the Parties that also set forth the fees to paid, the schedule for such payment and other relevant business terms. When executed, each Schedule will be incorporated into and governed by this Agreement. The terms and conditions of the Schedule will control to the extent inconsistent with the terms contained herein.

### 3. FEES, PAYMENT AND SUSPENSION OF SERVICES.

**3.1 Purchases Made Directly to Buf.** Subscriber will pay Buf the fees for the Buf Service, Software and/or Support as set forth on the applicable Order Form (“Fees”). All Fees owed by Subscriber in connection with this Agreement are exclusive of, and Subscriber shall pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Subscriber in connection with this Agreement, except for employment taxes and taxes based on Buf’s income. Buf reserves the right (in addition to any other rights or remedies Buf may have) to discontinue the Buf Service and suspend Subscriber’s access to the Buf Service and/or performance of any Support if any Fees set forth in the applicable Order Form are more than thirty (30) days overdue until such amounts are paid in full. Subscriber shall maintain complete, accurate and up-to-date Subscriber billing and contact information. Unless otherwise agreed to in writing by both parties, payment for all Fees, expenses or charges shall be due thirty (30) days after the date of the invoice. All payments must be made in U.S. dollars. Any amounts not paid when due will accrue interest at one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid. The Client agrees to supply Buf with any required Purchase Order within 14 days of the contract being signed. Where the Client fails to do so, Buf is authorized to invoice the Client without an accompanying Purchase Order.

**3.2 Purchases Made Through a Third-Party Marketplace.** In the event you purchase the Buf Services through a Third-Party Marketplace Provider, you will be solely responsible for complying with all payment terms of such Provider. Unless otherwise noted, you will make any payments applicable for the purchase of the Buf Services to the Third-Party Marketplace Provider, and not to Buf. Deployment of Bufstream is not authorized without secondary written approval, outside the Marketplace, by an authorized representative of Buf.

**3.3 Free Trials.** In the event Buf has not yet purchased a subscription to the Buf Services or Software, but has obtained them pursuant to an Order Form, written agreement, or verbal agreement for internal evaluation purposes (a “*Free Trial*”), then Buf will not have any warranty, support or indemnification obligations during such Free Trial period. Unless otherwise stated in an Order Form or other agreement for the Free Trial, the Free Trial will be limited to a period of thirty (30) days.

**4. CONFIDENTIAL INFORMATION.** The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the Buf Service and Support services. The receiving party will protect the disclosing party’s Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. The receiving party will immediately notify the disclosing party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the disclosing party. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party’s lawful possession prior to the disclosure, as shown by the receiving party’s competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

## **5. OWNERSHIP AND DATA.**

**5.1 Buf Platform and Technology.** Subscriber acknowledges that Buf retains all right, title and interest in and to the Buf Platform, the Software and all Buf proprietary information and technology used by Buf or provided to Subscriber in connection with the Buf

Service and Software (the “*Buf Technology*”), and that the Buf Technology is protected by intellectual property rights owned by or licensed to Buf. Other than as expressly set forth in this Agreement, no license or other rights in the Buf Technology are granted to the Subscriber. Subscriber hereby grants Buf a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Buf Service and Software any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Users, relating to the Buf Service and/or Software. Buf shall not identify Subscriber as the source of any such feedback.

## **6. TERM AND TERMINATION.**

**6.1 Term.** The term of this Agreement will commence on the Effective Date and continue until all Order Forms have expired, unless terminated earlier in accordance with the terms of this Agreement (the “*Term*”). Unless otherwise set forth in an Order Form, each Order Form will have an initial term of one (1) year (the “*Initial Order Term*”), and will automatically renew for successive one (1) year terms (each, a “*Renewal Order Term*” and collectively with the Initial Order Term, the “*Order Term*”), unless either party provides no less than thirty (30) days written notice of its intent to terminate the Order prior to the end of the then-current term. Buf may increase the Fees for the Buf Services, Software and/or Support for any Renewal Order Term by providing no less than sixty (60) days prior written notice of such Fee increase. If you wish to cancel, change or terminate a subscription that you purchased from a Third-Party Marketplace Provider, you must do so prior to the renewal date via such third-party marketplace.

### **6.2 Termination.**

(a) Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach.

(b) Buf may cancel the Agreement upon seven days written notice via AWS Marketplace.

**6.3 Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, (a) any amounts owed to Buf under this Agreement will become immediately due and payable; (b) each party will return to the other all property (including any Confidential Information) of the other party; and (c) Subscriber will promptly discontinue all use of the Software and/or Buf Service (as applicable), and if applicable, erase all copies of the Software from Subscriber’s computers and return to Buf or destroy all

copies of the Software and Documentation on tangible media in Subscriber's possession. Buf agrees that upon expiration or termination of this Agreement, Buf will (if applicable) remove all Subscriber Data from the Buf Platform and all Subscriber access to the Buf Service will cease. **Sections 1, 4, 5, 6.3, 8.2, 9-10, and 12** will survive the termination of this Agreement.

**7. Third-Party Marketplaces.** If you purchase a license to the Buf Services through an authorized Third-Party Marketplace Provider, then the following terms will apply: (i) you acknowledge and agree that (a) these Terms are concluded between you and the Buf only, and not the Third-Party Marketplace Provider, and (b) Buf, not the Third-Party Marketplace Provider, is solely responsible for the Buf Services; (ii) you acknowledge that the Third-Party Marketplace Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Buf Services; and (iii) you acknowledge that, as between the Buf and the Third-Party Marketplace Provider, the Third-Party Marketplace Provider is not responsible for addressing any claims you have or of any third-party relating to the Buf Services.

## **8. WARRANTY; DISCLAIMER.**

**8.1 Mutual Warranty.** Each party represents and warrants that (a) it has the legal power and authority to enter into this Agreement; (b) it will comply with any and all applicable laws, rules and regulations with respect to its performance of its obligations, and exercise of rights granted to it, hereunder; and (c) it is not bound by any agreement with any third party that would prohibit or interfere with its ability to perform its obligations hereunder.

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 AND IN THE APPLICABLE SCHEDULES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE BUF SERVICE, BUF PLATFORM, SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) BUF AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. INDEMNITY.**

**9.1 By Buf.** If any action is instituted by a third party against Subscriber based upon a claim that the Buf Technology, as delivered, infringes any third party's intellectual property rights, Buf shall defend such action at its own expense on behalf of Subscriber and shall pay all damages attributable to such claim which are finally awarded against Subscriber or paid in settlement. If the Buf Technology is enjoined or, in Buf's determination is

likely to be enjoined, Buf shall, at its option and expense (a) procure for Subscriber the right to continue using the Buf Technology, (b) replace or modify the Buf Technology so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Subscriber's access to the Buf Technology and refund any amounts previously paid for the Buf Technology attributable to the remainder of the then-current term. Notwithstanding the foregoing, Buf will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (i) any use of the Buf Technology not in accordance with this Agreement, (ii) any use of the Buf Technology in combination with products, equipment, software, or data not supplied by Buf if such infringement would have been avoided by the combination with other products, equipment, software or data, (iii) any use of any release of the Buf Technology other than the most current release made available to Subscriber, or (iv) any modification of the Buf Technology by any person other than Buf or its authorized agents or subcontractors (such claims set forth in "(i)" through "(iv)", a **Subscriber Indemnitee Claim**"). This Section sets forth the entire obligation of Buf and the exclusive remedy of Subscriber against Buf for any claim that the Buf Technology infringes a third party's intellectual property rights.

**9.2 By Subscriber.** Solely to the extent permitted under applicable law, if any action is instituted by a third party against Buf relating to (a) Subscriber's breach or alleged breach of any license limitations set forth in the Schedules, (b) a Subscriber Indemnitee Claim; or (c) Subscriber's use of the Buf Services or Software in violation of any applicable laws, rules or regulations, Subscriber will defend such action at its own expense on behalf of Buf and shall pay all damages attributable to such claim which are finally awarded against Buf or paid in settlement of such claim. This subsection states the sole and exclusive remedy of Buf and the entire liability of Subscriber for the claims and actions described herein.

**9.3 Procedure.** Any party that is seeking to be indemnified under the provision of this **Section 9** must (a) promptly notify the other party (the **"Indemnifying Party"**) of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a **"Claim"**), and (b) give the Indemnifying Party the sole control over the defense of such Claim.

**10. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND EXCLUDING BREACHES OF CONFIDENTIALITY, IN NO EVENT SHALL BUF OR SUBSCRIBER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL BUF' OR SUBSCRIBER'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT

EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY BUF FROM SUBSCRIBER PURSUANT TO THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

#### **11. INSURANCE.**

Buf will maintain insurance coverages in the following amounts: (a) Comprehensive General Liability of at least \$2,000,000 per occurrence, \$4,000,000 general aggregate; (b) Auto Liability of \$2,000,000 per occurrence/aggregate; (c) Workers Compensation Coverage – as required by applicable law; (d) Employer's Liability of \$1,000,000 per occurrence/aggregate; (e) Excess Liability of \$3,000,000 per occurrence/aggregate over the coverages in (a) and (b); and (f) Cyber and error and omissions coverage of \$5,000,000 per occurrence/aggregate. Upon Subscriber's written request, Buf will furnish a Certificate of Insurance (or equivalent) with these insurance coverages to Subscriber.

#### **12. GENERAL PROVISIONS.**

Neither party may assign any rights or obligations arising under this Agreement, without the prior written consent of the other; *except* that either party may assign this Agreement without consent of the other party to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all

of its assets. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subscriber agrees that Buf may subcontract certain aspects of the Buf Service to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Buf of any of its obligations hereunder. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. Any notice under this Agreement must be given in writing to the other party at the address set forth above. Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, or (b) sent by recognized courier service. This Agreement and the exhibits attached hereto (as modified by the parties from time to time) is the entire understanding and agreement of the parties, and supersedes any and all previous and contemporaneous understandings. Only a writing signed by both parties may modify it. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. The parties to this Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**SCHEDULE A**  
**HOSTED SERVICES**

1. **DEFINITIONS.** As used in this Schedule, the following capitalized terms will have the following meanings:

1.1 **“Performance Data”** means any log files, metadata, telemetry data, usage data and other technical performance data automatically generated by the Service relating to the use, performance, efficacy, reliability and/or accuracy of the Buf Service, which does not contain any personally identifiable information or Subscriber Data.

2. **BUF SERVICE.**

2.1 **Subscription to the Buf Service.** Subject to the terms and conditions of this Agreement, Buf hereby grants to Subscriber a non-sublicensable, non-transferable (except as provided in Section 12 of the Agreement), non-exclusive subscription to access and use the Buf Service solely for Subscriber’s internal business purposes, during the subscription period set forth in the applicable Order Form.

2.2 **Software Support Package.**

(a) **Support.** Buf will use commercially reasonable efforts to provide the Subscriber with the selected support package identified in the Order Form in accordance with the Order Form.

(b) **Contacts.** Subscriber shall appoint the number of Subscriber Contacts as stated in the Order Form. Upon acknowledgement by Buf, authorized technical support contacts may contact Buf for support. Authorized technical support contacts must complete training on the operation and maintenance of the Software as specified by Buf.

(c) **Assistance.** Subscriber shall promptly advise Buf of any error or defect with the Licensed Software covered under Maintenance and Support and shall provide reasonable assistance and cooperation to allow Buf to define and resolve such error or defect. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

(d) **Service Level Agreement.** Subject to the terms of this Agreement, Buf shall use commercially reasonable efforts to provide the Buf Service in accordance with the service level agreement attached hereto as **Schedule A-1**.

3. **SUBSCRIBER’S USE OF THE BUF SERVICE.**

3.1 **Access and Security Guidelines.** Each User will be provided access to and use of the Buf Service through confidential account credentials. Subscriber will be responsible for all uses of its account, except to the extent caused by Buf’s negligence. Subscriber will promptly notify Buf of any unauthorized use or access to its account. User seats may not be shared amongst other Users.

3.2 **Restrictions.** Subscriber will not, and will not permit any User or other party to: (a) reverse engineer, disassemble or decompile any component of the Buf Platform; (b) interfere in any manner with the operation of the Buf Service, or the Buf Platform or the hardware and network used to operate the Buf Service; (c) sublicense any of Subscriber’s rights under this Agreement, or otherwise use the Buf Service for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the Buf Platform; or (e) otherwise use the Buf Service in any manner that exceeds the scope of use permitted under **Section 2.1** of this **Schedule A**.

4. **BUF LIMITED WARRANTY.** During the Term, Buf warrants that the Buf Service, when used as permitted by Buf and in accordance with the Documentation, will operate as described in the Documentation in all material respects. If Subscriber notifies Buf of any breach of the foregoing warranty, Buf shall, as Subscriber’s sole and exclusive remedy, use commercially reasonable efforts to repair and fix the non-conforming service.

5. **DATA**

5.1 **Subscriber Data.** Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Buf a non-exclusive, worldwide, royalty-free and fully paid-up license to: (a) access and



use Subscriber Data to provide the Buf Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Buf Services; *provided, that*, the license grant in subpart (b) shall be perpetual and irrevocable. Subscriber represents and warrants that it has all necessary rights to grant Buf the foregoing licenses.

**5.2 CCPA.** As used in this Section 5.2, the terms “**Aggregate Consumer Information**,” “**Commercial Purpose**,” “**Deidentified**,” “**Personal Information**,” “**Sell**,” and “**Service Provider**,” shall have the meanings set forth in the California Consumer Privacy Act of 2018, as amended (“**CCPA**”). With respect to the CCPA, Buf and Subscriber hereby agree that Buf is a Service Provider to Subscriber with respect to the Personal Information. Buf shall not (a) Sell Personal Information or (b) retain, use, or disclose any Personal Information for any purpose other than for the specific purpose of providing the Buf Services, including retaining, using, or disclosing the Personal Information for a Commercial Purpose. For the avoidance of doubt, the foregoing prohibits Buf from retaining, using or disclosing Personal Information outside of the direct business relationship between Buf and Subscriber. Buf hereby certifies that it understands the obligations under this Section and will comply with them. To the extent this Agreement permits Buf to use aggregated, anonymized or deidentified Personal Information, such use shall be permitted only to the extent any such data constitutes “Aggregate Consumer Information” or has been “Deidentified”, and the Buf complies with all requirements under the CCPA applicable thereto. To the extent Personal Information has not been Deidentified or turned into Aggregate Consumer Information, Buf agrees that it will only retain, use, or disclose such information only for the specific purpose of providing the services specified in this Agreement. The parties acknowledge and agree that Buf’s access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement. Buf shall promptly take such actions and provide such information as Subscriber may request to help Subscriber fulfill requests of individuals to exercise their rights under the CCPA and other applicable privacy laws, including, without limitation, requests to access, delete, opt out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Buf agrees to cooperate with Subscriber to further amend this Agreement as may be necessary to address compliance with the CCPA or other applicable privacy laws.

**5.3 Data Security.** Buf currently utilizes Google Cloud Platform, a reputable hosting services provider, to store all Subscriber Data; *provided, that*, Buf may utilize other hosting service providers of similar reputé, such as Amazon Web Services (AWS) or Microsoft Azure. In the event Buf becomes aware of any loss or unauthorized access, disclosure or use of any Subscriber Data (“**Security Breach**”) which affects Subscriber, Buf will (i) promptly notify Subscriber in writing of such Security Breach, and (ii) take reasonable steps to identify the cause of such Security Breach, minimize the harm associated therewith and prevent reoccurrence thereof. Any notification of any Security Breach will describe, to the extent known, details of the Security Breach, including steps taken to mitigate the potential risks.

**5.4 Performance Data.** Buf retains all right, title and interest in and to the Performance Data, and may use Performance Data for any lawful purpose.

**SCHEDULE B**  
**ON-PREM SOFTWARE LICENSE AND SUPPORT TERMS**

**1. DEFINITIONS.** As used in this Schedule, the following capitalized terms will have the following meanings:

**1.1 “Certified Operating Systems”** means those fully tested environments on which the Software operates (as set forth in the applicable Order Form), which may be amended from time to time as new environments are tested.

**1.2 “Executable Code”** means the fully compiled binary version of a software program that can be executed by a computer and used by an end user without further compilation.

**1.3 “Software”** means the software programs or software program modules described in the applicable Order Form, and any modified, updated or enhanced versions of such programs or modules that Buf may provide to Subscriber pursuant to this Agreement.

**1.4 “Software Key”** means the key provided to Subscriber by Buf that is used to set up the functionality of the Software.

**1.5 “Software Upgrade”** means a new version of the Software incorporating new features and enhancements.

**1.6 “Software Update”** means a revision to the Software to provide bug fixes, corrections and minor enhancements.

**1.7 “Source Code”** means the human-readable version of a software program that can be compiled into Executable Code.

**2. LICENSE GRANT AND OTHER RIGHTS.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Buf grants to Subscriber a non-exclusive, non-transferable (except as set forth in Section 12 of the Agreement), non-sublicensable license to use the Software, during the term of this Agreement, solely for Subscriber’s internal business purposes, and in accordance with the Documentation and the limitations as set forth herein. Subscriber may only reproduce the Software for archival and backup purposes, which copies shall include Buf’s copyright and other proprietary notices.

**2.2 Restrictions On Use.** Subscriber acknowledges that the Software and its structure, organization, and Source Code constitute valuable trade secrets of Buf and its suppliers. Except as expressly permitted by this Agreement, Subscriber agrees that Subscriber shall not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software other than through Buf published interfaces; (c) sublicense, distribute, sell, use for service bureau use or as an application service provider, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software except as expressly permitted hereunder. Subscriber shall notify Buf of any unauthorized use or disclosure of the Software.

**2.3 Quarterly Access Review.** On Licensor’s request, but no more than once quarterly, Subscriber will share in writing the number of types at 3 months, 6 months and 9 months from the beginning of the applicable Order Form. If these quantities exceed the current baseline stated in the applicable Order Form, then Subscriber will purchase additional types based on the tiered pricing table set forth in the applicable Order Form, charged for backwards and forwards usage until the end of the License Term. Additional types purchased will be used to determine the Fees.

**3. DELIVERY, ACCEPTANCE AND INSTALLATION.** Buf will deliver the Software to Subscriber electronically or as otherwise mutually agreed. Without limiting the warranties in Section 5 below, the Software will be deemed accepted upon delivery. Subscriber is responsible for installing the Software in accordance with the Documentation and the installation instructions provided by Buf to Subscriber unless the parties execute a separate agreement for Buf’s provision of installation services. Upon installation, Subscriber shall use the Software Key to set up the functionality of the Software.

**4. SUPPORT.**

**4.1 Software Support Package.**

(a) Support. Buf will use commercially reasonable efforts to provide the Subscriber with the selected support package identified in the Order Form in accordance with *Appendix 3*.

(b) Contacts. Subscriber shall appoint the number of Subscriber Contacts as stated in the Order Form. Upon acknowledgement by Buf, authorized technical support contacts may contact Buf for support. Authorized technical support contacts must complete training on the operation and maintenance of the Software as specified by Buf.

(c) Assistance. Subscriber shall promptly advise Buf of any error or defect with the Licensed Software covered under Maintenance and Support and shall provide reasonable assistance and cooperation to allow Buf to define and resolve such error or defect. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

#### **4.2 Software Errors, Updates and Upgrades.**

(a) Software Errors. Buf shall use reasonable efforts to provide corrections to Software Errors (“*Software Error Correction*”) in the Software in the form of patches, fixes, workarounds, Software Updates, Software Upgrades or other forms within a commercially reasonable time depending on the severity of the error as determined by Buf. Subscriber agrees not to attempt to correct errors in the Software while this Agreement is in effect, except under the direction of Buf.

(b) Software Updates and Upgrades. Buf shall provide Software Updates and/or Software Upgrades to the Software which are commercially released during the term of any Support period for no additional license fee(s); however any installation/education or other services provided by Buf will be subject to additional charges. New Software modules which are not explicitly listed in Order Form and for which license fees are separately stated by Buf are not included under this provision. New Software Updates and Software Upgrades may not include or accommodate customized Software. Buf shall provide support on the current release (“*Supported Versions*”). Buf shall not be obligated to provide Support for versions that are not Supported Versions or for problems or errors caused by or related to customized Software, or the addition of, or integration to, incompatible equipment/software; provided, however, that Buf may, at its option, provide support therefor on a chargeable basis. Subscriber acknowledges that new Software Updates and Software Upgrades are subject to the terms and conditions of this Agreement. Nothing in this Agreement obligates Buf to develop or create Software Updates or Software Upgrades.

### **5. AUDIT RIGHTS**

**5.1 Audit Rights.** At all times during the Term, and for at least three (3) years after any termination of this Agreement, Subscriber will maintain complete and accurate records of all equipment on which it uses the Software and ensure that the Software is used for the purpose set forth in Section 2.1 and by no more than the number of users authorized in *Exhibit A* and/or number of billable units authorized in *Exhibit A*, if applicable. Licensor will have the right, during normal business hours and upon at least five (5) business days prior notice, to have a reputable independent firm selected by Licensor, which is subject to reasonable confidentiality obligations, audit Subscriber’s records relating to Subscriber’s use of the Software in order to verify that Subscriber has complied with the terms of this Agreement. The audit will be conducted at Licensor’s expense, unless the audit reveals that Subscriber has underpaid Fees owed to Licensor by five percent (5%) or more, in which case Subscriber will reimburse Licensor for all reasonable costs and expenses incurred by Licensor in connection with such audit. Subscriber will promptly pay to Licensor any amounts shown by any such audit to be owing, as reasonably determined by Licensor, plus interest as provided in Section 6.2 above. Such audits will be conducted no more than once in any period of six (6) consecutive months.

### **6. WARRANTIES**

**6.1 Performance.** For a period of thirty (30) days after the date of delivery of the Software (the “*Software Warranty Period*”), Buf warrants that the Software, when used as permitted by Buf and in accordance with the instructions in the Documentation, including use on Certified Operating System, will operate substantially as described in the Documentation. Buf does not warrant that the functions contained in the Licensed Software will meet the requirements of Subscriber or authorized users or that the operation of the Software will be uninterrupted or error free. The warranties set forth in this section do not cover any copy (complete or partial) of the Software or any Documentation which has been altered or changed in any way by Subscriber or any authorized user or other third party. Buf is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured, nor is Buf responsible for problems with the Software that occur as a result of third party software or hardware that is incompatible with the operating system for which Subscriber procured the Software.

**6.2      Remedy.** Buf will, at its own expense and as its sole obligation and Subscriber's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible or reasonably documented errors in the Software reported to Buf by Subscriber in writing during the Software Warranty Period.