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BUF TECHNOLOGIES, INC.

MASTER SUBSCRIPTION AGREEMENT

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This Master Subscription Agreement ("***Agreement***") is made as of _____, 2025 (the "***Effective Date***"), by and between Buf Technologies, Inc. with a principal place of business at 50 Fountain Plaza, Suite 1400, Buffalo, NY 14202 ("***Vendor***"), and _____ ("***Subscriber***"), with a principal place of business at _____.

Vendor has developed a centralized platform for organizations to manage their Protocol Buffer (Protobuf) APIs. Subscriber desires to subscribe to the Vendor Service and Vendor desires to provide access to the Vendor Platform and provide the Vendor Service to Subscriber (as defined below).

This Agreement sets forth the terms and conditions under which Vendor will provide the Vendor Service. Subscriber's access to and use of the Vendor Service is governed solely by the terms of this Agreement which supersedes the terms of any other prior writing or understanding between the parties.

THE PARTIES HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES.

The parties have caused this Agreement to be effective as of the Effective Date set forth above.

Buf Technologies, Inc.	**Subscriber**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

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

1.1 "*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 Vendor includes information derived from or concerning the Vendor Service, the Vendor Platform, the Documentation and the terms of this Agreement.

1.2 "*Documentation*" means any user manuals, handbooks, and online materials provided by Vendor to Subscriber that describe the features, functionality, or operation of the Vendor Platform.

1.3 "*Order Form*" means any order form for Vendor Service executed by both parties that references this Agreement. The initial Order Form is attached hereto as *Exhibit A*.

1.4 "*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 Vendor Service, which does not contain any personally identifiable information or Subscriber Data.

1.5 "*Subscriber Data*" means any data uploaded or transmitted to the Vendor Service by Subscriber.

1.6 "*Users*" means Subscriber's employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Vendor Service.

1.7 "*Vendor Platform*" means the technology used by Vendor to deliver the Vendor Service to Subscriber.

1.8 "*Vendor Service*" means the Vendor hosted service and any associated support packages delivered by Vendor to Subscriber using the Vendor Platform as more fully described in the Order Form.

1.9 "*Third-Party Marketplace Provider*" means the provider of a third-party marketplace which is authorized to list or sell the Vendor Service.

2. **VENDOR SERVICE.**

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

2.2 **Support.** Subject to the terms of this Agreement, Vendor shall use commercially reasonable efforts to (a) provide the Vendor Service in accordance with the Order Form attached hereto as *Exhibit A* and the service level agreement attached hereto as *Exhibit B*.

2.3 **Free Trials**. In the event Vendor has not yet purchased a subscription to the Vendor Services, but has obtained them pursuant to an Order Form, written agreement, or verbal agreement for internal evaluation purposes (a "*Free Trial*"), then the terms and conditions of Section 2.2, 9, and 10.1 and *Exhibit B* will not apply 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.

3. **SUBSCRIBER'S USE OF THE VENDOR SERVICE.**

3.1 **Access and Security Guidelines**. Each User will be provided access to and use of the Vendor Service through confidential account credentials. Subscriber will be responsible for all uses of its account, except to the extent caused by Vendor's negligence. Subscriber will promptly notify Vendor 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 Vendor Platform; (b) interfere in any manner with the operation of the Vendor Service, or the Vendor Platform or the hardware and network used to operate the Vendor Service; (c) sublicense any of Subscriber's rights under this Agreement, or otherwise use the Vendor 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 Vendor Platform; or (e) otherwise use the Vendor Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

4. **FEES, PAYMENT AND SUSPENSION OF SERVICES**.

4.1 **Purchases Made Directly with the Vendor.** Subscriber will pay Vendor the fees for the Vendor Service 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 Vendor's income. Vendor reserves the right (in addition to any other rights or remedies Vendor may have) to discontinue the Vendor Service and suspend Subscriber's access to the Vendor Service 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.

4.2   Purchases Made Through a Third-Party Marketplace. In the event you purchase the Vendor 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 Vendor Services to the Third-Party Marketplace Provider, and not to the Vendor.

5.   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 Vendor Service. 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.

6.   OWNERSHIP AND DATA.

6.1   Vendor Platform and Technology. Subscriber acknowledges that Vendor retains all right, title and interest in and to the Vendor Platform and all software and all Vendor proprietary information and technology used by Vendor or provided to Subscriber in connection with the Vendor Service (the "***Vendor Technology***"), and that the Vendor Technology is protected by intellectual property rights owned by or licensed to Vendor. Other than as expressly set forth in this Agreement, no license or other rights in the Vendor Technology are granted to the Subscriber. Subscriber hereby grants Vendor a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Vendor Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Users, relating to the Vendor Service. Vendor shall not identify Subscriber as the source of any such feedback.

6.2   Subscriber Data. Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Vendor a non-exclusive, worldwide, royalty-free and fully paid-up license to: (a) access and use Subscriber Data to provide the Vendor Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Vendor 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 Vendor the foregoing licenses.

6.3   CCPA. As used in this Section 6.4, 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, Vendor and Subscriber hereby agree that Vendor is a Service Provider to Subscriber with respect to the Personal Information. Vendor 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 Vendor Services, including retaining, using, or disclosing the Personal Information for a Commercial Purpose. For the avoidance of doubt, the foregoing prohibits Vendor from retaining, using or disclosing Personal Information outside of the direct business relationship between Vendor and Subscriber. Vendor hereby certifies that it understands the obligations under this Section and will comply with them. To the extent this Agreement permits Vendor 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 Vendor complies with all requirements under the CCPA applicable thereto. To the extent Personal Information has not been Deidentified or turned into Aggregate Consumer Information, Vendor 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 Vendor's access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement. Vendor 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. Vendor 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.

6.4 **Data Security**. Vendor currently utilizes Google Cloud Platform, a reputable hosting services provider, to store all Subscriber Data; *provided, that*, Vendor may utilize other hosting service providers of similar repute, such as Amazon Web Services (AWS) or Microsoft Azure. In the event Vendor becomes aware of any loss or unauthorized access, disclosure or use of any Subscriber Data ("*Security Breach*") which affects Subscriber, Vendor 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.

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

7. **TERM AND TERMINATION**.

7.1 **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. Vendor may increase the Fees for the Vendor Services 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.

7.2 **Termination**. 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. Upon the expiration or termination of this Agreement for any reason, (a) any amounts owed to Vendor under this Agreement will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information) of the other party. Vendor agrees that upon expiration or termination of this Agreement, Vendor will remove all Subscriber Data from the Vendor Platform and all Subscriber access to the Vendor Service will cease. **Sections 1, 5, 6, 7.2, 8, 9.3, 10-12** will survive the termination of this Agreement.

8. **Third-Party Marketplaces.** If you purchase a license to the Vendor 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 Vendor only, and not the Third-Party Marketplace Provider, and (b) the Vendor, not the Third-Party Marketplace Provider, is solely responsible for the Vendor 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 Vendor Services; and (III) you acknowledge that, as between the Vendor 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 Vendor Services.

9. WARRANTY; DISCLAIMER.

9.1 **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.

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

9.3 **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE VENDOR SERVICE, VENDOR PLATFORM AND DOCUMENTATION ARE PROVIDED *"AS IS"* AND *"AS AVAILABLE"* AND (B) VENDOR 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.

10. INDEMNITY.

10.1 **By Vendor.** If any action is instituted by a third party against Subscriber based upon a claim that

the Vendor Service or Vendor Platform, as delivered, infringes any third party's intellectual property rights, Vendor 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 Vendor Service or Vendor Platform is enjoined or, in Vendor's determination is likely to be enjoined, Vendor shall, at its option and expense (a) procure for Subscriber the right to continue using the Vendor Service, (b) replace or modify the Vendor Platform or Vendor Service so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Subscriber's access to the Vendor Service and refund any amounts previously paid for the Vendor Service attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Vendor and the exclusive remedy of Subscriber against Vendor for any claim that the Vendor Service infringes a third party's intellectual property rights.

10.2   By Subscriber. Solely to the extent permitted under applicable law, if any action is instituted by a third party against Vendor relating to (a) Subscriber's breach or alleged breach of Section 2.1, or (b) Subscriber's use of the Vendor Services in violation of any applicable laws, rules or regulations, Subscriber will defend such action at its own expense on behalf of Vendor and shall pay all damages attributable to such claim which are finally awarded against Vendor or paid in settlement of such claim. This subsection states the sole and exclusive remedy of Vendor and the entire liability of Subscriber for the claims and actions described herein.

10.3   Procedure. Any party that is seeking to be indemnified under the provision of this **Section 10** 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.

11.   LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VENDOR 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 VENDOR' OR SUBSCRIBER'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY VENDOR 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.

12.   GENERAL PROVISIONS.

Vendor may use Subscriber's name and logo on Vendor's website and identify Subscriber as a Subscriber of Vendor.   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 Vendor may subcontract certain aspects of the Vendor Service to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Vendor 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.

EXHIBIT A

VENDOR ORDER FORM

This Vendor Order Form (the "**Order Form**") is by and between Buf Technologies, Inc., a Delaware corporation, ("**Vendor**") and the entity listed as Subscriber below ("**Subscriber**"). This Order Form is governed by the Master Subscription Agreement between Vendor and Subscriber and into which this Order Form is incorporated by reference (collectively, the "**Agreement**"). Vendor and Subscriber, collectively the "**Parties**", cause this Order Form to be executed by our authorized representatives as of the Effective Date set forth below ("**Effective Date**"). In the event of any conflict between any provision in this Order Form and any provision in the Agreement, the terms set forth in this Order Form will prevail to the extent of such conflict, but solely with respect to this Order Form.

Subscriber Details

Subscriber Legal Name: [Date]
Subscriber Address: [Address]
Billing Email Address: [Billing Address]

Order Details

Order: [Subscriber Code]-0001
Effective date: [Date]
Term: 12 months
Billing: Annual
Payment terms: Net 30
Currency: USD
Minimum types: 600

Services & Pricing

Product		Unit price	Number of Units	Total price	Description
Buf Schema Registry – Enterprise Cloud		$7.00/type/month	600 types	$50,400	- Enterprise-wide access to a dedicated deployment of Buf Schema Registry for 12 months - Priced per type per month (types include Messages, Enums, and RPCs); see below for an explanation of types - Prepaid based on a minimum spend of $50,000 per year, updated for overages every three months - Unlimited number of users
Support Packages	*Premium*	$##/type/month	600 types	$##	- Outlined in Appendix 1 – Support Packages - Support package to be selected by Subscriber - Priced per type per month - Prepaid based on estimated number of types, updated for overages every three months
	Enhanced	$##/type/month	600 types	$##	
	Basic	Included	1	Included	

The BSR (Buf Schema Registry) is priced based on the **number of Types** that Subscriber has pushed to the BSR. Types are components of Protobuf files that include any of the following:

- Messages: A message definition within a Protobuf file.
    - Example:
      message Vehicle {
        string id = 1;
        Make make = 2;

- Enums: An enum definition within a Protobuf file.
    - Example:
      enum Make {
        MAKE_UNSPECIFIED = 0;
        MAKE_ACME = 1;

- RPCs (Remote Procedure Calls): An rpc contained within a service definition in a Protobuf file.
    - Example:
      rpc GetVehicle(GetVehicleRequest) returns (Vehicle);

[CUSTOMER NAME]   Buf Technologies, Inc.

By_____   By_____

Print Name_____   Print Name_____

Title_____   Title_____

Email_____

Exhibit A, Appendix 1 – Support Packages

Overview

Buf is pleased to offer a choice between three support packages.

Basic

Our Basic support package is included with every Enterprise Buf Schema Registry (BSR) plan. It features many standard support inclusions, including access to a support portal, email, a Technical Account Manager, and a dedicated Slack channel for general inquiries. We will commit to responding to email and support portal tickets within 4 business hours.

Enhanced

Our Enhanced support package features everything in Basic, but includes improved response times for critical issues within business hours. During business hours, we will commit to a 10 minute acknowledgement of business critical outages and to either respond to corresponding support portal tickets or join a Subscriber incident bridge within one hour.

Premium

Our Premium support package expands on Enhanced to ensure the entire Buf team is available 24/7 to help Subscriber keep BSR performing, enabling you to rely on BSR as a mission-critical, global resource for your company. We will commit to responding to business critical outages 24/7 and escalate them in real time to our software engineering team.

Detailed Support Package Breakdown

Enterprise Support Package		Description	Basic	Enhanced	Premium
Annual price			Included	<mark>$##</mark>	<mark>$##</mark>
Response Times *(Business hours are 9am-5pm ET Monday to Friday, excluding holidays)*	**Routine inquiries**	Questions about how to accomplish tasks or best use features in BSR or questions about degraded BSR service.	< 4 business hours	< 4 business hours	<2 business hours
	Critical issues	Business critical outages in BSR that are blocking your team in any way.	**During business hours:** · < 4 business hour ticket response	**During business hours:** · < 10 minute acknowledgement; · < 1 hour ticket response or incident bridge joined	**24/7:** · < 10 minute acknowledgement; · < 1 hour ticket response or incident bridge joined
Inclusions	**Support portal & support email**	Access to an industry-standard support portal and support email address to submit support tickets for both routine inquiries and critical issues.	✓	✓	✓
	Technical Account Manager	A specific member of our Subscriber engineering team will be assigned to work with Subscriber contacts to ensure success of BSR.	✓	✓	✓
	Dedicated Slack channel	Subscriber's TAM and other key Buf team members will be available for routine inquiries in a dedicated Slack channel for Subscriber.	✓	✓	✓
	Subscriber contacts	The number of individual Subscriber contacts permitted to initiate critical issue support requests with Buf.	1	1 per 25k types	1 per 5k types
	Real time incident escalations	The whole team at Buf is on-call for Subscriber's critical issues. Buf's software engineers will engage directly with Subscriber's team when escalation is required.			✓
	Feature previews	We will actively engage with Subscriber to share features in development and incorporate your feedback into development.			✓

Exhibit B

Service Level Agreement

1.   DEFINITIONS.   **The following capitalized terms will have the definitions set forth below:**

        1.1   "Force Majeure" means any act, event, or occurrence beyond Vendor's reasonable control, including, without limitation, issues arising from bugs or other problems in the software, firmware or hardware of Vendor's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror.

        1.2   "Normal Business Hours" means **9 a.m. to 5 p.m. Eastern Time Monday through Friday** excluding holidays.

        1.3   "Scheduled Downtime" means the total amount of time during any calendar month, measured in minutes, during which Subscriber is not able to access the Service due to planned system maintenance performed by Vendor. Vendor will exercise reasonable efforts to perform scheduled system maintenance between the hours of **6 p.m. and 9 p.m. Eastern Time**. Vendor will provide Subscriber with reasonable prior notice of such Scheduled Downtime.

        1.4   "Total Monthly Time" means the total minutes in the relevant calendar month less Scheduled Downtime. For any partial calendar month during which Subscriber subscribes to the Service, availability will be calculated based on the entire calendar month, not just the portion for which Subscriber subscribed.

        1.5   "Unscheduled Downtime" means the total amount of time during any calendar month, measured in minutes, during which the Subscriber is not able to access the features and functions of the Service, other than Scheduled Downtime, as defined above. Unscheduled Downtime shall not include any period during which the Service is unavailable as a result of (i) non-compliance by Subscriber with any provision of this SLA; (ii) incompatibility of Subscriber's equipment or software with the Service; (iii) actions or inactions of Subscriber or third parties; (iv) Subscriber's use of the Service after Vendor has advised Subscriber to modify its use of the Service, if Subscriber did not modify its use as advised; (v) acts or omissions of Subscriber or Subscriber's employees, agents, contractors, or vendors, or anyone gaining access to the Service by means of Subscriber's passwords or equipment; (vi) performance of Subscriber's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Subscriber's bandwidth limitations; (ix) Scheduled Downtime; or (x) Force Majeure.

        1.6   "System Availability" means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time, and thereafter dividing the difference so obtained by the Total Monthly Time. Represented algebraically, System Availability for any particular calendar month is determined as follows:

$$System\ Availability = \frac{Total\ Monthly\ Time - Unscheduled\ Downtime}{Total\ Monthly\ Time}$$

        2.   SYSTEM PERFORMANCE

        2.1   System Availability: Vendor will undertake commercially reasonable measures to ensure that System Availability equals or exceeds ninety-nine point five percent (99.5%) during each calendar month (the "**Service Standard**").

        2.2   Access to Support; Response Times: Subscriber may report Unscheduled Downtime at any time ("24x7x365") by sending Vendor an e-mail to oncall@buf.build. During Normal Business Hours, Vendor will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime within 60 minutes of each such report.

2.3   **System Monitoring and Measurement:** Vendor uses a third party service provider ("**Monitoring Service Vendor**") to monitor System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term based on the records of such Monitoring Service Provider. The Monitoring Service Provider's records regarding System Availability will be final and each party agrees not to dispute such records. As of the effective date of the Agreement, Vendor uses Grafana and Google Cloud Platform as its Monitoring Service Providers; provided, however that Vendor reserves the right to switch to a different Monitoring Service Provider upon written notice to Subscriber.

3.   **SUBSCRIBER REQUIREMENTS.** Subscriber is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Subscriber is responsible for correctly configuring its systems in accordance with any instructions provided by Vendor, as may be necessary for provision of access to the features and functions of the Service.

4.   **REMEDY**

4.1   **Credits Against Fees:** In the event Unscheduled Downtime occurs, Subscriber will be entitled to credits against its subsequent payment obligations (as set forth in the Agreement) ("Service Credits") according to the following table:

Service Availability	Credit as a Percentage of Monthly Billing
Less than 99.5% and equal or higher than 98.0%	10%
Less than 98.0% and equal or higher than 90.0%	25%
Less than 90.0%	50%

Subscriber's rights under this Section 4.1 are Subscriber's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Vendor to meet the Service Standard required by Section 2.1.

4.2   **Maximum Service Credits:** The maximum amount of Service Credits that Vendor will issue to Subscriber for Unscheduled Downtime in a single calendar month will not exceed fifty percent (50%) of the monthly billing for such month.

4.3   **Requesting Service Credits:** As a condition to Vendor's obligation to provide Service Credits to Subscriber, Subscriber must request such Service Credits by sending an e-mail identifying the date and time of the Unscheduled Downtime for which Subscriber is requesting Service Credits, with sufficient evidence (including description of the incident and duration of the incident) to ar@buf.build within thirty (30) days following such Unscheduled Downtime. If Subscriber fails to request any Service Credits to which Subscriber is entitled in accordance with this Section 4.3, Vendor will have no obligation to issue such Service Credits to Subscriber.