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TERMS OF SERVICE

MASTER SUBSCRIPTION

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This Master Subscription Agreement ("**Agreement**") is between MotherDuck Corporation ("**MotherDuck**") and Customer (defined below). This Agreement sets forth the terms pursuant to which Customer will be permitted to use and receive access to certain Services (defined below). Each of MotherDuck and Customer is a "**Party**" and together, the "**Parties**."

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BUTTON INDICATING YOUR ACCEPTANCE, USING (OR MAKING ANY PAYMENT FOR) ANY SERVICES (DEFINED BELOW), OR

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THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICES.

1. **Services**.
   1.1. **License Grant to the Services** During the Term (defined below), subject to Customer's compliance with the terms of this Agreement (including the Product and Fees Addendum) and any applicable documentation, MotherDuck will permit Customer to access and use MotherDuck's cloud-based data analytics service (the "**Services**") via a) a web-based interface made available by MotherDuck, b) the MotherDuck DuckDB Extension installed in Customer's instance of the DuckDB software (the "**MotherDuck Plug-In**"), or c) one or more application programming interfaces made available by MotherDuck (including as may be accessed through ODBC/JDBC drivers made available by MotherDuck) (collectively, the "**MotherDuck API**"). Certain specific features and functionalities of the Service are described in the Products and Fees Addendum available at https://motherduck.com/fees-addendum/, as may be updated from time to time by MotherDuck (the "**Products and Fees Addendum**"). The Services will be understood to include the MotherDuck Plug-In and MotherDuck API.
   1.2. **License Grant to the MotherDuck Plug-In and MotherDuck SDK** During the Term, subject to Customer's compliance with the terms of this Agreement and the applicable documentation, MotherDuck grants Customer a limited, non-transferable (except pursuant to Section 17.1), revocable, non-exclusive, right and license to: (a) download and install the MotherDuck Plug-In, and (b) download any software development kit (including related documentation) made available by MotherDuck (the "**MotherDuck SDK**") and reproduce and modify any sample code included therein; in each case of (a) and (b), for the purpose of interconnecting and communicating with the Services. Customer may sublicense the rights set forth in this Section to its agents and third-party service providers ("**Authorized Third Parties**") for the purpose of enabling them to provide services to Customer.
   1.3. **Credentials** Customer may access and use the Services using the credentials, API keys, and other login mechanisms designated by MotherDuck ("**Log-in Credentials**"). Customer must keep its Log-in Credentials confidential and not share them with any third party other than Authorized Third Parties. Customer is responsible for all actions taken through Customer's Log-in Credentials (excluding misuse of the Log-in Credentials caused by MotherDuck's breach of this Agreement).
   1.4. **Restrictions** Customer will not (and will not permit anyone else to) do any of the following: a) distribute or resell the Services on a standalone basis to a third party; b) reverse engineer, decompile, disassemble, or seek to access the source code of, or non-public application programming interfaces to, the Services, except to the extent expressly permitted by Law (defined below) or authorized under a separate agreement between Customer and MotherDuck; c) modify or create derivative works of the Services or copy any element of the Services (other than authorized copies of the MotherDuck Plug-In and MotherDuck SDK); d) remove or obscure any proprietary notices in the Services; e) interfere with the operation of the Services, circumvent any access restrictions, or conduct any security or vulnerability test of the Services without obtaining MotherDuck's prior written consent in advance in each instance; f) transmit any viruses or other harmful materials to the Services; g) take any action that risks harm to others or to the security, availability, or integrity of the Services; or h) access or use the Services in a manner that violates

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perform or disclose, any benchmarking of any of the Services, Customer (i) will include in any disclosure (including any public disclosure), and will disclose to MotherDuck, all data, software code, and other information necessary to enable MotherDuck or a third party to replicate such benchmark, and (ii) agrees that MotherDuck may perform and disclose the results of the benchmarks of Customer's products and services, irrespective of any restrictions on benchmarks in the terms governing Customer's products or services.

2. **Support**. During the Term, MotherDuck will use commercially reasonable efforts to provide support for the applicable Services in accordance with the Support Policy available at https://motherduck.com/support-policy/, as may be updated from time to time by MotherDuck.

3. **Data**.
   3.1. **Use of Customer Data** Customer grants MotherDuck a non-exclusive, worldwide, sublicensable right to access, collect, use, copy, store, host, disclose, transmit, transfer, publicly display, modify, create derivative works of, and otherwise process (collectively, "**Process**") Customer Data: a) to provide the Services (including by Processing the Customer Data to provide responses to Customer-submitted database queries) and related support to Customer, b) as required by Laws, c) as necessary to facilitate, maintain, and operate an integration with Third-Party Platforms as described in Section 6, and d) as otherwise agreed in writing by the Parties. "**Customer Data**" means any data or information that is provided by or for Customer to the Services, in connection with the Services, generated or derived from the Services, or that MotherDuck receives from Customer, whether directly or via an integration with a Third-Party Platform.
   3.2. **Usage Data; Aggregated Data** Customer grants MotherDuck a non-exclusive, worldwide, sublicensable right to Process deidentified data created, generated, derived, or otherwise Processed from Customer Data or use of the Services, such as technical logs, data, queries and instructions submitted by Customer, and learnings about Customer's use of the Services (collectively, "**Usage Data**") for internal business purposes, including to: a) monitor the performance and stability of the Services; b) prevent or address technical issues with the Services; c) improve the Services, its other products and services, and to develop new products and services; and d) for all other lawful business practices, such as analytics, benchmarking, and reports. For the avoidance of doubt, this Section 3.2 does not grant MotherDuck any right to disclose or sell the Customer Data to any third party.

4. **Customer Obligations**. Customer will comply with Laws and the then-current version of MotherDuck's Acceptable Use Policy, which is available at https://motherduck.com/acceptable-use-policy/ (or such other URL or location as may be specified by MotherDuck from time to time) when using the Services. Customer warrants to MotherDuck that: (a) it has sufficient rights to grant the rights and licenses provided herein and it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for MotherDuck to Process Customer Data set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data; and (b) the Customer Data is not subject to any Laws that impose upon MotherDuck any legal or regulatory compliance requirements or liability as a result of MotherDuck's possession or Processing of the Customer Data in accordance with this Agreement.

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other customers, suppliers, or licensors, or the security, availability, or integrity of the Services. Where practicable, MotherDuck will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved to MotherDuck's reasonable satisfaction, MotherDuck may restore Customer's access to the Services.

6. **Third-Party Platforms**. Certain features of the Services may enable integration with third-party platforms, add-ons, services, or products not provided by MotherDuck ("**Third-Party Platforms**"). If Customer directs MotherDuck to transmit data to, or receive data from, a Third-Party Platform on Customer's behalf (including by enabling the applicable integration in the settings of the Services), then Customer authorizes MotherDuck to Process any such data (including Customer Data) in connection with the applicable integration, in a manner consistent with the functionality of the Services requested by Customer and the permissions granted to MotherDuck by the relevant integration (which Processing may include, without limitation, performing queries on the data held by the Third-Party Platform). Customer acknowledges and agrees that Customer's use of a Third-Party Platform is subject to Customer's agreement with the relevant provider of such Third-Party Platform, and that MotherDuck is not a party to such agreement. MotherDuck does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. All data received from Third-Party Platforms on behalf of Customer as described in this Section 6 will be deemed Customer Data under this Agreement.

7. **Fees and Taxes**. Customer will pay MotherDuck the amount due for the Services ordered or consumed by Customer as calculated in the Products and Fees Addendum ("**Fees**"), which Addendum is subject to change by MotherDuck upon 60 days' prior notice by publication through the Service or via email. All Fees will be paid in US dollars. Fees are charged and become due as described in the Products and Fees Addendum. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All Fees are non-refundable except as otherwise expressly set forth in this Agreement. Customer is responsible for any sales, use, GST, value-added, withholding, or similar applicable taxes or levies, whether domestic or foreign, other than taxes imposed on MotherDuck's net income. Fees are exclusive of all such taxes.

8. **Services Warranty and Disclaimers**.

8.1. **MotherDuck Warranties**. MotherDuck warrants to Customer that the Services will perform materially as described in the applicable documentation and MotherDuck will not materially decrease the overall functionality of the Services during the Term (the "**Services Warranty**"). If MotherDuck breaches the Services Warranty during the Term and Customer makes a reasonably detailed warranty claim in the manner required by MotherDuck within 30 days of discovering a breach of the Services Warranty, then MotherDuck will use reasonable efforts to bring the Services into compliance with the Services Warranty. If MotherDuck cannot do so within 30 days of receipt of Customer's warranty claim, either Party may terminate this Agreement without penalty and MotherDuck will refund to Customer any pre-paid, unused Fees for the terminated portion of the Term. This Section 8.1 sets forth Customer's sole and exclusive remedy and MotherDuck's entire liability for breach of the Services Warranty. The Services Warranty does not apply to: a) issues

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own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. MotherDuck does not warrant that Customer's use of the Services will be uninterrupted or error-free, that MotherDuck will review Customer Data for accuracy, or that it will maintain Customer Data without loss. MotherDuck does not warrant that any outputs of the Services will be accurate or complete. MotherDuck is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside MotherDuck's control (including any Third-Party Platforms). Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

9. **Term and Termination**.
   - 9.1. **Term**. The term of this Agreement commences upon acceptance, will continue for an initial term equal to the duration of the subscription purchased by Customer (the "**Initial Term**"), and will thereafter automatically renew for successive periods of equal length to the Initial Term (each, a "**Renewal Term**") unless otherwise set forth on the applicable ordering document or order confirmation, in each case unless earlier terminated as expressly set forth in this Agreement (collectively, the "**Term**"). Customer may terminate this Agreement at any time through the Services, but any termination for convenience shall not result in any refund of pre-paid Fees for the then current Term. In addition, MotherDuck may decline to renew this Agreement for any further Renewal Terms by providing notice to Customer through the Services or by email to the address associated with Customer's account.
   - 9.2. **Termination**. Either Party may terminate this Agreement upon written notice to the other Party if the non-terminating Party: a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within 30 days after receiving notice thereof from the terminating Party; b) ceases operation without a successor; or c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that Party and not dismissed within 60 days.
   - 9.3. **Effect of Termination**. Upon expiration or termination of this Agreement, Customer's access to, and MotherDuck's obligations to provide, the Services and support will cease and, for the avoidance of doubt, MotherDuck will have no obligation to store or make available to Customer any Customer Data thereafter.
   - 9.4. **Survival**. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 3.2 (Usage Data), 4 (Customer Obligations), 7 (Fees and Taxes), 8.2 (Disclaimers), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), and 14 (Required Disclosures), 16 (Publicity), 17 (General Terms). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a Party may have.

10. **Ownership**. Neither Party grants the other Party any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the Parties, Customer retains all intellectual property rights and other rights in Customer Data provided to MotherDuck. Except for

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11. **Limitations of Liability**.
    - 11.1. **Consequential Damages Waiver**. **Except for Excluded Claims (defined below), neither Party (nor its suppliers or licensors) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance.**
    - 11.2. **Liability Cap**. **Except for Excluded Claims, each Party's (and its suppliers' and licensors') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to MotherDuck pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement.**
    - 11.3. **Excluded Claims**. "**Excluded Claims**" means: a) claims for unpaid Fees to MotherDuck under this Agreement; (b) Customer's breach of Sections 1.4 (Restrictions) or 4 (Customer Obligations); and (c) a Party's payment obligations under the indemnity set forth in Section 12 (Indemnification); and d) breach of confidentiality obligations hereunder.
    - 11.4. **Nature of Claims and Failure of Essential Purpose**. The waivers and limitations in this Section 11.4 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

12. **Indemnification**.
    - 12.1. **Indemnification by MotherDuck**. MotherDuck will defend Customer from and against any third-party claim to the extent alleging that the Services as operated by MotherDuck, when used by Customer as permitted under this Agreement, infringes or misappropriates a third party's U.S. patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by MotherDuck resulting from the claim.
    - 12.2. **Indemnification by Customer**. Customer will, at its cost, indemnify, hold harmless, and, at MotherDuck's option, defend MotherDuck from and against any and all losses, liabilities, judgments, settlements, expenses, and costs (including without limitation reasonable attorneys' fees) arising out of or related to any claim alleging facts that, if true, would result in Customer's breach of Section 4 (Customer Obligations).
    - 12.3. **Procedures**. The indemnifying Party's obligations in this Section 12 are subject to its receiving (a) reasonably prompt written notice of the claim and (b) the reasonable cooperation of the indemnified Party, at the indemnifying Party's expense. The indemnifying Party may not settle any claim without the indemnified Party's prior consent if settlement would require the indemnified Party to admit fault or take or refrain from taking any action (other than relating to use of the Services, when MotherDuck is the indemnifying Party). The indemnified Party may participate in a claim with its own counsel at its own expense.

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portion of the Term.

12.5. **Exceptions**.MotherDuck's obligations in this Section 12 do not apply: a) to infringement or misappropriation resulting from Customer's modification of Services or use of Services in combination with items not provided by MotherDuck (including Third-Party Platforms); b) to unauthorized use of Services; c) if Customer settles or makes any admissions about a claim without MotherDuck's prior consent; or d) to Trials and Betas or other free or evaluation use.

12.6. **Exclusive Remedy**. **This Section 12 sets out Customer's exclusive remedy and MotherDuck's entire liability regarding infringement or misappropriation of third-party intellectual property rights.**

13. **Confidentiality.**

13.1. **Definition**. "**Confidential Information**" means information disclosed to the receiving Party ("**Recipient**") under this Agreement that is designated by the disclosing Party ("**Discloser**") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. MotherDuck's Confidential Information includes any technical or performance information about the Services. Customer's Confidential Information includes Customer Data.

13.2. **Obligations**. As Recipient, each Party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 3.1 (Use of Customer Data); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for MotherDuck, the subcontractors referenced in Section 17.11) ("**Representatives**"), provided Recipient remains responsible for its respective Representatives' compliance with this Section 13 and such Representatives are bound to confidentiality obligations no less protective than this Section 13.

13.3. **Exclusions**. These confidentiality obligations do not apply to information that Recipient can document: a) is or becomes public knowledge through no fault of the Recipient; b) it rightfully knew or possessed prior to receipt under this Agreement; c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

13.4. **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 13.

14. **Required Disclosures**. Nothing in this Agreement prohibits either Party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other Party in advance and cooperates in any effort to obtain confidential treatment.

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anything else in this Agreement, MotherDuck provides no warranty, indemnity, or support for Trials and Betas, and its liability for Trials and Betas will not exceed US$50.

16. **Publicity**. MotherDuck may include Customer and its trademarks in MotherDuck's customer lists and promotional materials with Customer's prior written consent (which may be solicited and given by email).

17. **General Terms**.

17.1. **Assignment**. Neither Party may assign this Agreement without the prior consent of the other Party, except that either Party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities to the other Party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

17.2. **Data Privacy**. The Privacy Policy set forth at https://motherduck.com/privacy-policy/ is hereby incorporated into and made a part of this Agreement.

17.3. **General Terms**. The failure to require performance of any provision will not affect a Party's right to require performance at any other time after that, nor will a waiver by us of any breach or default of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. If any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

17.4. **Governing Law, Jurisdiction and Venue**. This Agreement is governed by the laws of the State of Washington and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts having jurisdiction over King County, Washington, and both Parties submit to the personal jurisdiction of those courts.

17.5. **Attorneys' Fees and Costs**. The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

17.6. **Notices**. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: a) upon receipt if by personal delivery; b) upon receipt if by certified or registered U.S. mail (return receipt requested); or c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either Party may update its address with notice to the other Party. MotherDuck may also send operational notices to Customer by email or through the Services.

17.7. **Entire Agreement**. This Agreement (which includes all addenda, exhibits, and the policies referenced herein) is the Parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This

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Agreement and (b) the first day of the next Renewal Term. MotherDuck may fulfill the notice requirement in the immediately previous sentence by emailing the email address associated with Customer's account (in which case such notice will be effective on the next business day after MotherDuck sends the email) or by presenting the updated Agreement to Customer through the Services (in which case such notice will be effective when Customer accesses the Services). Except as otherwise expressly set forth in this Agreement, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each Party's authorized representatives or, as appropriate, agreed through electronic means provided by MotherDuck. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by MotherDuck. Any such Customer documents are for administrative purposes only and have no legal effect with regard to this Agreement.

17.9. **Waivers and Severability**. Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

17.10. **Force Majeure**. Neither Party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster.

17.11. **Subcontractors**. MotherDuck may use subcontractors and permit them to exercise MotherDuck's rights, but MotherDuck remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

17.12. **Independent Contractors**. The Parties are independent contractors, not agents, partners, or joint venturers.

17.13. **Export**. Customer will comply with all relevant U.S. and foreign and import Laws in using the Services. Customer: a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted Parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; b) agrees not to access or use Services in violation of any U.S. embargo, prohibition, or restriction; and c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

17.14. **Open Source**. The Services may incorporate third-party open source software ("**OSS**"), as listed in the documentation or otherwise disclosed by MotherDuck in writing. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

17.15. **Government End-Users**. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212

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document (in that order); and c) the documentation.

18. **Availability Service Level Agreement**.
This Service Level Agreement ("SLA") governs the use of MotherDuck and applies separately to each account on the MotherDuck Business Plan. In the event of a conflict between this SLA and the MotherDuck Terms of Service (the "Agreement"), this SLA applies to the extent of such conflict.

18.1. **Service Level Commitment** MotherDuck will use commercially reasonable efforts to maintain an availability of 99.9% on a monthly basis for the Business Plan.

18.2. **Service Credits** If MotherDuck does not meet the Service Level Commitment, Customer may be eligible for Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9% but ≥ 99.0%	10% of monthly charges
< 99.0% but ≥ 95.0%	25% of monthly charges
< 95.0%	50% of monthly charges

Service Credits are calculated as a percentage of charges paid for the affected Duckling for the month in which the SLA was not met. Credits apply only to future payments, do not entitle Customer to refunds, and may not be transferred to other accounts. Credits will only be issued if greater than $1 USD. The maximum aggregate Service Credits for any billing month shall not exceed 50% of monthly charges. Service Credits may not be transferred or applied to any other account. Service Credits are Customer's sole and exclusive remedy for any failure to meet this SLA.

18.3. **Credit Request Procedure** To receive Service Credits, Customer must: (1) notify MotherDuck Support within 30 days from the time Customer becomes eligible, and (2) provide the dates and times of each incident, the affected Duckling(s), and supporting documentation, including documentation of the Customer's network functioning during the incident. Failure to comply with these requirements forfeits the right to receive Service Credits. MotherDuck will issue confirmed credits within 60 days.

18.4. **Definitions**

"**Duckling**" refers to the single compute instance that hosts a dedicated environment for a user's DuckDB engine that is run remotely and represents activities of a single MotherDuck user.

"**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of one-minute intervals during the monthly billing cycle in which the Service was Unavailable. If the Service was running for only part of the month, it is assumed 100% available for the portion it was not running.

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(b) features or services excluded from the SLA (in the associated Documentation);
(c) factors outside MotherDuck's reasonable control, including force majeure events, internet outages beyond MotherDuck's network, or third-party cloud infrastructure failures;
(d) factors that resulted from Customer's abuses or other behaviors that violate the Agreement;
(e) Customer's equipment, software, or network;
(f) Customer's failure to use currently supported DuckDB versions or follow MotherDuck Documentation or recommended practices;
(g) scheduled maintenance communicated with at least 72 hours notice;
(h) exceeded quotas or rate limits; or
(i) suspension of Customer's account in accordance with the Agreement.

For SLA credit requests, contact support@motherduck.com with "SLA Credit Request" in the subject line.

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