

turbopuffer Inc.
Terms of Service

Last Updated: June 17, 2024

Welcome, and thank you for your interest in turbopuffer Inc. (“**turbopuffer**,” “**we**,” or “**us**”) and our website at www.turbopuffer.com. These Terms of Service (the “**Agreement**”) are a legally binding contract between you and turbopuffer regarding your use of the Service.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, SIGNING AN ORDER (AS DEFINED BELOW) REFERENCING THIS AGREEMENT, USING THE SERVICE (AS DEFINED BELOW), OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**”); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

1. Overview. turbopuffer has developed and makes available a database that Customer may use to search or make queries against (collectively, the “**Service**”).

2. Services

2.1. Ordering Process. This Agreement sets forth the terms and conditions on which turbopuffer may make available to Customer the Service, in whole or in part, as expressly identified (a) in an order form signed by Customer and turbopuffer that references this Agreement, (b) by turbopuffer during the sign-up process on the Service, or (c) in any order details sent electronically to Customer (each, an “**Order**”). Each Order is subject to the terms of, and is deemed incorporated into, this Agreement. Not all of the features or functionality of the Service may be available at Customer’s subscription level irrespective of whether such feature or functionality and access to such features or functionality may require payment of additional fees or the purchase of additional licenses or access rights.

2.2. Use of the Service. During a Term, subject to Customer’s compliance with the terms of this Agreement, turbopuffer grants Customer a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 19.1) right to use the Service only for Customer’s internal business purposes in accordance with the Documentation, this Agreement.

2.3. Users. Only Users, using the mechanisms designated by turbopuffer (such as API keys and usernames and passwords) (“**Log-in Credentials**”), may access and use the Service. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by turbopuffer’s breach of this Agreement). Customer will promptly notify turbopuffer if it becomes aware of any compromise of any Log-in Credentials. turbopuffer may Process Log-in Credentials in connection

with turbopuffer’s provision of the Service or for turbopuffer’s internal business purposes.

2.4. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Service to a third party (other than Users); (b) use the Service on behalf of, or to provide any product or service to, third parties; (c) use the Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to turbopuffer); (e) modify or create derivative works of the Service, or copy any element of the Service; (f) remove or obscure any proprietary notices in the Service; (g) publish benchmarks or performance information about the Service without the prior written consent of turbopuffer; (h) interfere with the operation of the Service, circumvent any access restrictions, or conduct any security or vulnerability test of the Service; (i) transmit any viruses or other harmful materials to the Service; (j) take any action that risks harm to others or to the security, availability, or integrity of the Service; or (k) access or use the Service in a manner that violates any Law. Additionally, Customer must not use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that turbopuffer is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, turbopuffer has no liability for Prohibited Data or use of the Service for High Risk Activities.

2.5. Outputs. Through the Service, Customer may search or make queries, which will generate outputs (“**Output**”). Customer understands that the results it receives are proximate and the Outputs may contain errors or omissions and may not accurately reflect the information contained in the Customer Data submitted to the Service. turbopuffer will not be liable for any mistakes,

inaccuracies, omissions, or offensive material in the Output or any other content generated by the Service, or Customer's reliance on the Output.

2.6. Modification of the Service. turbopuffer reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. turbopuffer will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any Customer Data you upload to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to such Customer Data.

3. Support. For so long as Customer is current with its payment of any applicable fees, turbopuffer will use reasonable efforts to provide Customer with technical support services relating to the Service ("**Support**").

4. Upgrades. Unless stated otherwise in an Order, turbopuffer will make Updates to the Service as turbopuffer makes them available to its customers generally. Customer's purchase of access to the Service is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by turbopuffer regarding future functionality or features of the Service. From time to time, turbopuffer, in its sole discretion, may make available Upgrades under additional or different terms. Nothing in this Agreement obligates turbopuffer to make Upgrades available to Customer as part of the Service or otherwise unless specifically included in an Order.

5. Data.

5.1. Use of Customer Data. Customer grants turbopuffer a non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, modify, and create derivative works from Customer Data only as necessary to provide the Service and Support, including to , improve and enhance the Service and deliver the Output to Customer. Customer represents and warrants that the Customer Data will not include any Prohibited Data.

5.2. Usage Data. turbopuffer may Process Usage Data for internal business purposes, such as to: (a) track use of the Service for billing purposes; (b) provide support for Service; (c) monitor the performance and stability of the Service; (d) prevent or address technical issues with the Service; (e) to improve the Service, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, and reports. Customer will not interfere with the collection of Usage Data. Usage Data excludes Customer Data. Notwithstanding the foregoing, turbopuffer will not provide to any third parties access to any Customer Data .

6. Customer Obligations. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with Laws when using the Service. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for turbopuffer 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. Customer will provide and maintain any Customer Systems.

7. Suspension of Service. turbopuffer may immediately suspend Customer's access to any or all of the Service if: (a) Customer breaches Section 2.4 (Restrictions) or Section 6 (Customer Obligations); (b) Customer's account is 30 days or more overdue; (c) changes to Laws or new Laws require that turbopuffer suspend the Service or otherwise may impose additional liability on the part of turbopuffer; or (d) Customer's actions risk harm to any of turbopuffer's other customers or the security, availability, or integrity of the Service. Where practicable, turbopuffer 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, turbopuffer will restore Customer's access to the Service.

8. Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. turbopuffer does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Service or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Service, Customer authorizes turbopuffer to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

9. Fees and Taxes. Fees for the Service are described in the applicable Order or on the [pricing page](#) ("**Fees**"). turbopuffer may change the Fees for any feature of the Service, including additional fees or charges, if turbopuffer gives you advance notice of changes before they apply. All Fees will be paid in US dollars unless otherwise provided in an Order. You authorize turbopuffer to charge all sums for the orders that you make and any level of Service you select to the payment method specified by you during purchase. If you pay any fees with a credit card, then turbopuffer may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If you do not have electronic payments set up, turbopuffer will send an invoice and unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. 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 provided in

this Agreement. Customer is responsible for any sales, use, GST, HST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than turbopuffer's income tax ("Taxes"). Fees are exclusive of all Taxes.

10. Warranties and Disclaimers.

10.1. turbopuffer. turbopuffer represents and warrants that: (a) it is a corporation, limited liability company, or other business entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation, organization, or formation; (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required; and (c) it has provided, and will provide, all notices to, and has obtained, and will obtain and maintain, all necessary and sufficient rights, consents, approvals, waivers, authorizations, and permissions for it to have the full right, power and authority to enter into this Agreement and to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

10.2. Customer Warranties. Customer represents and warrants that: (a) it is a corporation, limited liability company, or other business entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation, organization, or formation or an individual who is at least 18 years old; (b) Customer has not previously been suspended or removed from the Service; and (c) Customer's registration and use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting this Agreement on Customer's behalf represents and warrants that they have authority to bind Customer to this Agreement.

10.3. Disclaimers. The Service, Output, Support, and all other turbopuffer services are provided "AS IS". turbopuffer, on its 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. turbopuffer does not warrant that Customer's use of the Service will be uninterrupted, secure or error-free, that turbopuffer will review the Customer Data or Output for accuracy, or that it will maintain Customer Data without loss. Turbopuffer is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside turbopuffer's control. No advice or information, whether oral or written, obtained by or on behalf of Customer through the Service or any Output, materials, or content made available on or through the Service will create any warranty regarding the Service or Output that is not expressly stated in this Agreement. Customer may have other statutory rights, but any

statutorily required warranties will be limited to the shortest legally permitted period.

11. Term and Termination.

11.1. Term. The term of this Agreement starts on the date on which you accept this Agreement or otherwise begin using the Services, and continues until terminated in accordance with Section 11.2 (the "**Term**").

11.2. Termination. Either party may terminate this Agreement if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice; (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. Additionally, either party may terminate this Agreement on 30 days written notice to the other party for any reason.

11.3. Effect of Termination. Upon termination of the Agreement, (a) Customer's access to and turbopuffer's obligations to provide the Service and Support will cease and (b) turbopuffer will delete any Customer Data in turbopuffer's possession; provided that Confidential Information, as defined in Section 16, may be retained in Recipient's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality restrictions.

11.4. Survival. These Sections survive termination of this Agreement: 2.4 (Restrictions), 5.2 (Usage Data), 9 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 13 (Ownership), 14 (Limitations of Liability), 15 (Indemnification), 16 (Confidentiality), 17 (Required Disclosures), 19 (General Terms), and Exhibit A (Definitions). 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.

12. Modification of Terms. We may, from time to time, change the terms of this Agreement. Please check this Agreement periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept the modified Agreement in order to continue to use the Service. If you do not agree to the modified Agreement, then you should remove your Customer Data and discontinue your use of the Service. Except as expressly permitted in this Section 12 (Modification of Terms), this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement.

13. Ownership. Neither party grants the other 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 the Customer Data and the Output. Except for Customer's use rights in this Agreement, turbopuffer and its licensors retain all intellectual property rights and other rights in the Service, Documentation, Usage Data, and turbopuffer technology, templates, formats, and dashboards, including any modifications or improvements to these items made by turbopuffer. If Customer provides turbopuffer with feedback or suggestions regarding the Service or other turbopuffer offerings, turbopuffer may use the feedback or suggestions without restriction or obligation.

14. Limitations of Liability.

14.1. Consequential Damages Waiver. Turbopuffer (and its suppliers or licensors) will not 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.

14.2. Liability Cap. Turbopuffer's (and its suppliers' and licensor's) entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to turbopuffer 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.

14.3. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 14.3 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.

15. Indemnification.

15.1. Indemnification by turbopuffer. Turbopuffer will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as permitted under the applicable Order 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 turbopuffer resulting from the claim.

15.2. Indemnification by Customer. Customer will defend turbopuffer from and against any third-party claim to the extent resulting from Customer Data, Customer's reliance on the Output, or Customer's breach or alleged breach of this Agreement, and will indemnify and hold harmless turbopuffer against any damages and costs awarded against turbopuffer (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

15.3. Procedures. The indemnifying party's obligations in this Section 15 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. 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 Service, when turbopuffer is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

15.4. Mitigation. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as turbopuffer determines necessary to avoid material liability, turbopuffer may at its option: (a) procure rights for Customer's continued use of the applicable Service; (b) replace or modify the allegedly infringing portion of the applicable Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the Agreement and refund to Customer any pre-paid, unused fees for the terminated portion of the Term.

15.5. Exceptions. Turbopuffer's obligations in this Section 15 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of the Service or use of the Service in combination with items not provided by turbopuffer (including Third-Party Platforms); (b) to infringement resulting from the Customer Data; (c) to unauthorized use of the Service; or (d) if Customer settles or makes any admissions about a claim without turbopuffer's prior consent.

15.6. Exclusive Remedy. **This Section 15 sets out Customer's exclusive remedy and turbopuffer's entire liability regarding infringement or misappropriation of third-party intellectual property rights.**

16. Confidentiality.

16.1. 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. Turbopuffer’s Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service. Customer’s Confidential Information includes Customer Data.

16.2. 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 5.1 (Use of Customer Data); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser’s request, Recipient will delete all Confidential Information, except, in the case where turbopuffer is the Recipient, turbopuffer may retain the Customer’s Confidential Information to the extent required to continue to provide the Service. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for turbopuffer, the subcontractors referenced in Section 19.9), provided it remains responsible for their compliance with this Section 16 and they are bound to confidentiality obligations no less protective than this Section 16.

16.3. Exclusions. These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of the receiving party; (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.

16.4. 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 16.

17. 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.

18. Publicity. Customer may state publicly that it is a customer of turbopuffer or a user of the Services and may display turbopuffer’s name and logo for such purposes. Turbopuffer may refer to its relationship with Customer on its marketing material, website, during discussions with prospective customers and other interested parties and

turbopuffer will comply with Customer’s publicly available trademark guidelines.

19. General Terms.

19.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that turbopuffer 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.

19.2. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of New York 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 located in New York County, New York and both parties submit to the personal jurisdiction of those courts.

19.3. 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.

19.4. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be sent by email to the email addresses below, and will be deemed received upon the next business day after it was sent.

turbopuffer: info@turbopuffer.com

Customer: to the email address in the Customer’s account or in the Order.

19.5. Entire Agreement. This Agreement (which includes all Orders) 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 Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

19.6. Amendments. Except as permitted by Section 12, 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 turbopuffer. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by turbopuffer; any of these Customer documents

are for administrative purposes only and have no legal effect.

19.7. 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.

19.8. Force Majeure. turbopuffer will not be liable for any delay or failure to perform any obligation under this Agreement 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.

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

19.10. Privacy Policy. Please read the turbopuffer [Privacy Policy](#) (the "**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The turbopuffer Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

19.11. Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

19.12. Export. Customer will comply with all relevant U.S. and foreign export and import Laws in using the Service. 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 the Service in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

19.13. Government End-Users. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service 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 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

19.14. Conflicts in Interpretation. If there are inconsistencies or conflicts between the terms of the body of this Agreement and the terms of any exhibits, attachments, addenda, and other documents attached to or incorporated by reference in this Agreement, the order of precedence is as follows: (a) the terms contained in the body of this Agreement; (b) the terms of the exhibits, attachments, and addenda to this Agreement; and (c) the Documentation.

Exhibit A
Definitions

1.1. “Affiliate” means an entity directly or indirectly owned or controlled by a party, where “ownership” means the beneficial ownership of 50% or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

1.2. “Confidential Information” has the meaning given to it in Section 16.1.

1.3. “Customer Data” means any data, documents or information that Customer (including its Users) submits to the Service. Customer Data excludes general feedback regarding the Service.

1.4. “Customer Systems” means Customer’s hardware, software, other technology, and infrastructure that Customer is required to provide and maintain in order for Customer to access and use the Service.

1.5. “Discloser” has the meaning given to it in Section 16.1.

1.6. “Documentation” means the then-current version of turbopuffer’s usage guidelines and standard technical documentation for the Service that turbopuffer makes generally available to its customers that it provides the applicable Service to, the current version of which are at turbopuffer.com/docs.

1.7. “Fees” has the meaning given to it in Section 9.

1.8. “High Risk Activities” means activities where use or failure of the Service could lead to death, personal injury, or environmental damage, including life support systems, emergency service, nuclear facilities, autonomous vehicles, or air traffic control.

1.9. “Laws” means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data.

1.10. “Log-in Credentials” has the meaning given to it in Section 2.3.

1.11. “Process” means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.

1.12. “Prohibited Data” means any: (a) special categories of data enumerated in European Union Regulation

2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (c) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards; (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (e) any information which are related to an identified or identifiable natural person, including any GDPR Personal Data, Personal Information (as defined by the CCPA), social security numbers, driver’s license numbers, or other government ID numbers; or (f) any data similar to the above protected Laws.

1.13. “Recipient” has the meaning given to it in Section 16.1.

1.14. “Taxes” has the meaning in Section 9.

1.15. “Term” has the meaning given to it in Section 11.1.

1.16. “Third-Party Platform” means any third-party platform, add-on, service, or product not provided by turbopuffer that Customer elects to integrate or enable for use with the Service, including Google Cloud, WorkOS and Slack.

1.17. “Updates” means any updates, modifications, or bug fixes to the Service or Documentation that turbopuffer provides free of additional charge to its customers using the Service.

1.18. “Upgrades” means additions, enhancements, upgrades, new service, or modules that include new features and substantial increases in functionality to the Service that turbopuffer makes available to its customers for an additional fee.

1.19. “Usage Data” means information generated from the use of the Service, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer’s use of the Service, but excluding any identifiable Customer Data.

1.20. “User” means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service on Customer’s behalf.

