

STORMFORGE – CARBON EFFICIENCY PLEDGE (“Pledge”)

StormForge is serious about the environment and helping drive down the resources we all use to process our data. In order to demonstrate our products’ ability to help you reduce your environmental impact – and therefore, your operating costs - we make the following pledge:

Subject to the terms and conditions below, StormForge guarantees that the Platform Services offered by StormForge will result in a thirty percent (30%) or more Reduction in monthly Resource Usage for each Qualified Kubernetes Application you Optimize using the Platform Services. If we do not achieve this Reduction for you in any given calendar month, we will make a donation to your Selected Charity and a payment to you, as detailed below.

Because operating environments, fee structures, and other circumstances vary from customer to customer and application to application, StormForge is only able to offer this Pledge to those of our customers and on those Kubernetes hosted applications where we have determined the base operating environment and charge structure are suitable for application of these metrics (e.g., if you are paying a fixed fee per month to host a Kubernetes application, or your costs are averaged over many Kubernetes applications, we can help reduce that cost – but we won’t have the metrics to measure whether we have met this Pledge in the same way that optimization of a single application billed on a stand-alone basis would). Therefore, to register for this Pledge, you must [click here](#) to opt-in, allow us to determine your Baseline with your help, and qualify you for this Pledge.

The terms and conditions of the StormForge Carbon Efficiency Pledge are as follows:

DEFINITIONS USED IN THIS PLEDGE

“Baseline” means the process by which StormForge works with you to determine the charges, technical environment, measurement criteria and any other relevant factors which will allow StormForge to calculate in good faith the effectiveness of our Platform Services in Optimizing your Qualified Kubernetes Application. You will also select the Selected Charity during the Baseline process.

“Monthly Fee Baseline” means the one calendar month Usage Fees for the Qualified Kubernetes Application, as determined by StormForge for the calendar month used in the Baseline.

“Optimize” means that control of any and all Kubernetes containers hosting an instance of the Qualified Kubernetes Application were automated for the calendar month in question using the Platform Services [SPECIFY ANY MINIMUM TECHNICAL REQUIREMENTS AS TO HOW THEY HAND CONTROL TO THE SERVICE. I.E. if we need to specify that it was never turned off, handled manually, or whatever]

“Qualified Kubernetes Application” means an application hosted in a Kubernetes container which is Optimized using the Platform Services, and which StormForge has determined, in its discretion, during the Baseline process has cost metrics which are able to be meaningfully measured for purposes of the Pledge. Material changes in the costing or operation of a Qualified Kubernetes Application will require the completion of a new Baseline process to StormForge’s satisfaction.

“Platform Services” means services you license from StormForge which are covered by this Pledge as identified at <https://docs.stormforge.io/>.

“Reduction” means that your monthly charges for Usage Fees in a calendar month in which the Qualified Kubernetes Application has been Optimized by the Platform Services, as compared to the Monthly Fee Baseline.

“Selected Charity” means the environmental charity you select from a pre-approved list presented to you by StormForge during the Baseline process.

“StormForge” means GramLabs, Inc. d/b/a StormForge ("StormForge"), whose address is One Broadway, 14th Floor, Cambridge, MA 02142.

“Usage Fees” means the variable fee(s) you pay to host instances of Your Kubernetes Application, as determined by StormForge during the Baseline process. Usage Fees do not include things like upfront license fees, costs for hardware, software, services or network resources which must be maintained whether or not the Qualified Kubernetes Application is loaded into working memory.

WHO MAY TAKE ADVANTAGE OF THIS PLEDGE?

Any person or entity in good standing under a valid annual contract for the Platform Services who clicks on the link above and completes the Baseline process as determined by StormForge, in its discretion, is eligible to submit claims under this Pledge. Rights under this Pledge may not be transferred.

WHAT IS COVERED IN THIS PLEDGE?

This Pledge covers the StormForge Platform when used to Optimize a Qualified Kubernetes Application.

HOW LONG DOES THIS PLEDGE LAST?

The term of this Pledge begins on/and lasts for the duration of the first calendar month following written notice from StormForge that your Baseline process has been completed, your Kubernetes application is now optimized, and a Qualified Kubernetes Application. StormForge may terminate this Pledge on **sixty (60)** days prior written notice.

WHAT WILL STORMFORGE DO UNDER THIS PLEDGE?

In the event you provide StormForge written proof that your monthly Usage Fees for a Qualified Kubernetes Application were not at least thirty percent (30%) below the Monthly Fee Baseline, StormForge will donate an amount equal to the actual out of pocket charges paid by you for the Qualified Kubernetes Application for the applicable month less the Monthly Fee Baseline to your Selected Charity within thirty (30) days of our verification of the claim. Also, StormForge will credit against your annual contract with us an amount equal to the actual out of pocket charges paid by you for the Qualified Kubernetes Application for the applicable month less the Monthly Fee Baseline within thirty (30) days of our verification of the claim. Additionally, in the event that StormForge fails to reduce your monthly Usage Fees for a Qualified Kubernetes Application at least thirty percent (30%) below the Monthly Fee Baseline for any two out of three months in a calendar year, you or we may terminate your contract for the Platform Services upon thirty (30) days written notice.

WHAT ARE THE PLEDGE’S EXCLUSIONS AND LIMITATIONS?

The Pledge does not cover overages which are caused by force majeure events, failure to configure and use the Platform Services in accordance with their applicable documentation, misuse, abuse, or accident.

StormForge's maximum liability under the Pledge is limited to cash donations to Selected Charities and Platform Service credits which in the aggregate are no more than fifty thousand dollars (\$50,000) per customer (including its subsidiaries and affiliates) to Selected Charities and Participating Customers for violations of this Pledge.

StormForge WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS PLEDGE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT StormForge WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.]**

HOW CAN YOU REQUEST A DONATION/PAYMENT UNDER THIS PLEDGE?

To trigger a donation under this Pledge, You must provide StormForge written proof that your monthly Usage Fees for a Qualified Kubernetes Application were not at least thirty percent (30%) below the Monthly Fee Baseline determined during the Baseline process to StormForge in writing within sixty (60) days of the end of the month in which the overage occurred.