



CUSTOMER POLICIES

INTRODUCTION

Digital transformation, automation and artificial intelligence (AI) continue to revolutionise the way businesses operate and innovate. Automation uses bots to complete routine and repetitive tasks. Similarly at Builder.ai®, we use Building Blocks™ to create features and functions common among apps. We also leverage the power of AI to accelerate app development.

At Builder.ai, we use Building Blocks to make software development as easy as ordering pizza. Customised features are built around core functionality, Building Blocks (sometimes, we call these “reusable features”) are licensed from us, Builder.ai, to you, the Customer, and where needed, they’re enhanced by skilled service providers, our Capacity Network® Partner Network (CN).

Typically, our app development process includes:

- **Base Platform.** This is our technology, the Builder.ai Service, which includes Builder Studio®, used to develop and create Customer Applications. This platform is proprietary to Builder.ai.
- **Generic Tools.** Generic Tools are tools developed by Builder.ai that are used by us and our Capacity Network partners to create Building Blocks and Customer Applications. We use these tools with more than one customer and in multiple Customer Applications.
- **Customised Customer Applications.** Most customers will require the creation of a customised app to meet their needs and specifications. Customised app or Customised Customer Applications may or may not incorporate customer know-how or domain expertise.

We’re proud of what we offer you and want to explain exactly what you’ll be getting and how our services work. That means this document is quite long and there’s a fair bit of legal stuff – so from now on instead of talking about ‘our customer’, we’ll just say ‘you’ and rather than saying ‘Builder.ai’ over and over, we’ll just say ‘us’ or ‘we’.

This Builder Studio Pro Customer Policies (“Policy” or “Customer Policies”) is incorporated in its entirety into your Terms and Conditions with us (the “Agreement”).

For Builder Studio Store customers, please see the Builder Studio Store FAQ, available at <https://www.builder.ai/terms/studio-store-customer-policies>, to understand how we’ll deliver services for Studio Store and your expected experience. For Builder Studio Store customers, this Studio Store FAQ is your “customer policies” and applies to your Agreement with us.

SERVICES

We’ll provide you with the Services, including features, specified in each Buildcard® (sometimes referred to as a

“Project”), subject to you paying all applicable fees. This means that you can’t unilaterally stop a Project just by stopping payment (see Pause and Termination below).

CUSTOMER COOPERATION

You must cooperate reasonably and in good faith with us – this means you need to:

- (a) allocate sufficient resources and time to complete any tasks for us to fulfil our obligations under this Buildcard;
- (b) deliver any Customer deliverables and other obligations required under each Buildcard in a timely manner;
- (c) respond to our inquiries quickly;
- (d) assign an internal project manager for each Buildcard who’ll serve as our single point of contact;
- (e) participate actively in scheduled project meetings;
- (f) provide in a timely manner and at no charge to us, access to your appropriate and knowledgeable employees and agents, and coordinate onsite, online and telephonic meetings all as reasonably required; and
- (g) complete accurate and timely information, data and feedback (all as reasonably required).

We’re not responsible or liable for any late delivery, or delay, or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this agreement. Any delays caused by you, may result in additional charges for resource time.

We offer Builder Home® as a centralised project management platform that provides status information about your Buildcard (see Project Management and Updates below). It’s your responsibility to use Builder Home to cooperate and to communicate with us.

CUSTOMER ONBOARDING

You must provide your complete, correct, and accurate information while registering yourself or your organisation on our platform or as requested by us through the course of our relationship.

- a) You must provide the correct legal name of the contracting party. If you contract with us in the name of a legal entity that you own, you must provide accurate and complete details for that legal entity, including its state or country of incorporation.
- b) You must provide an accurate and complete address of the contracting party, i.e. place of incorporation, fixed establishment, and place of doing business.
- c) You must provide a Tax ID based on your company or entity registration status, i.e. Direct Tax ID (PAN or EIN or UTR or TRN or TIN) as well as Indirect Tax ID (VAT or GSTIN or Sales Tax ID or TRN) so that we can provide the same in producing invoices to you to enable input credits as per local law. If you do not provide your accurate tax details, we will not be able to update your tax details after issuing invoices. In no event are we liable for any loss of tax credits, regardless of the reasons.
- d) You must provide supporting documents to establish the existence of a legal entity, including the name, address and tax IDs for our verification and records. We are required to obtain these documents as per KYC (know your customer) requirements under the applicable tax and regulatory laws (e.g., India GST/FEMA/AML laws).

PAYMENT

A valid payment method (like a credit card) must remain on file to pay for all service fees, including the subscription, transaction and any additional fees your Customer Application requires. You'll be billed for your subscription fees every 30 days, or at the agreed upon payment schedule in your Buildcard.

If we're unable to process a payment, we may try again using your same payment method. If after 28 days of our initial attempt to process your payment we're still unsuccessful, we may freeze, disable or lock your account. Be warned that this may affect the operation of your Customer Application.

Any transaction fees from payment vendors or additional fees from third-party services needs to be paid by you and is separate from the Studio subscription.

You are responsible for all taxes relating to your Customer Application or use of the Services. You may be required to remit taxes to Builder.ai or to self-remit to your local tax authority.

DELIVERY AND ACCEPTANCE

Builder.ai will provide the Project, including any Deliverables, in accordance with the applicable Buildcards.

Once we complete each Deliverable under a Buildcard, we will: (a) submit a complete copy to you; and (b) if you like, show you how it works. You're responsible for reviewing and testing all Deliverables in accordance with any acceptance criteria or test plans we've mutually agreed upon in writing, for your Deliverables. You'll give us written notification that you accept each deliverable, promptly, using the Builder Home platform. However, if you fail to timely reject a Deliverable we consider that acceptance. In your reasonable and good faith judgement, if you determine that any Deliverable we submit doesn't satisfy the agreed-upon acceptance criteria (as specified in this Buildcard or mutually agreed upon in writing by both parties), you must notify us in writing within 10 business days after we submit it for review, specifying its deficiencies in detail. You can do this on the Builder Home platform. We'll use commercially reasonable efforts to correct these deficiencies and resubmit this Deliverable to you as soon as practicable. Then, you test the Deliverable as before – again, if there's an issue, you need to explain it to us on the Builder Home platform within 10 business days of us resubmitting it to you. If a Deliverable still fails to meet its functional requirements (as specified in your Buildcard) after its third resubmission, you may either, as your sole and exclusive remedy: (i) again reject the Deliverable and return it to us for further correction as described above, or (ii) subject to the applicable Agreement, request to terminate that Buildcard with written notice and recover Project fees paid under the Buildcard for this deficient Deliverable – as credit for future Services or Project.

If we both agree that a Deliverable's functional requirements specified in your Buildcard need modifying (for example, due to incorrect assumptions or changed requirements), we'll cooperate in good faith to execute a Change Order (see below) for these revised requirements.

If a Deliverable isn't accepted after three resubmissions, the matter will be escalated to your executive sponsor for the project associated with the Buildcard and the Builder Customer Success Manager.

If a Project or Buildcard is terminated or cancelled after mutual consent, then we'll credit you for future Services or Project (see Refund and Cancellation below for additional information).

CHANGE ORDERS

Either party may request in writing changes to the Buildcard – you can do this on Builder Home. Changes to a Buildcard will require a written Change Order signed by both sides before changes are implemented. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. No changes, including any oral or written promises or discussions, will be effective unless and until memorialised in a

written Change Order signed by both parties. Change Order can include, for example:

- Issues identified during development or testing
- New technology releases during the course of development
- Changes in your requirements

Adding additional features might not need a Change Order or a new Buildcard. However, descopeing or removing features does require a Change Order or new Buildcard.

INTELLECTUAL PROPERTY RIGHTS

In our Agreement, we laid out the terms and conditions of our SaaS (software as a service) delivery model. Here, we'll expand on standard clauses and describe to you the allocation of intellectual property (IP) rights in the Deliverables. Software is typically protected under copyright law and may be subject to other typical IP protections, such as patents and trade secrets, which shall be your responsibility.

- **Ownership of Base Platform.** We retain exclusive right, title, and interest, in perpetuity and worldwide, to our Base Platform. We may use the Base Platform with our other customers or in any other manner at our sole discretion.
- **Building Blocks.** We retain exclusive right, title, and interest, in perpetuity and worldwide, to Building Blocks. We may use Building Blocks with our other customers or in any other manner at our sole discretion. To the extent that you have access to any Building Blocks and a licence from us to use such Building Blocks, you can use the Building Blocks solely to create Customer Applications and for internal business purposes. You can't remove any copyright, confidentiality, proprietary, or similar notices from any Building Blocks. You (and your other service providers) must not reverse engineer, decode, disable, decompile, or otherwise translate or convert the Building Blocks or any part thereof. Except with our prior written consent, you can't use or offer any Building Blocks on a service bureau basis or application service provider basis, or sublicense or rent or loan any Building Blocks or otherwise make any Building Blocks available to any third-party, including, without limitation, to any of our competitors, and then only in strict compliance with the scope of the licence rights granted by us to you in writing. In the event we create Building Blocks while performing Project for you, we retain exclusive right, title, and interest, in perpetuity and worldwide, to the new Building Blocks.
- **Customised Customer Application.** Upon full payment to us of all applicable Fees, including completion of a Studio One plan, the Customised Customer Application will be deemed a "work made for hire". To avoid any doubt, Work Product (your app) does not include: (a) Building Blocks; (b) the Base Platform; and (c) other third-party materials licensed or provided by or to us. These shall not be considered "works made for hire", are excluded from the work defined herein, and shall remain our property (collectively, "Pre-Existing Works"). After full payment of all applicable Fees to us, including completion of a Studio One plan, we shall execute documents of assignment, or registration of copyright, or other rights reasonably requested by you about the Work Product.
- **Customer Materials.** You are and will remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. You don't grant us any rights in or to your intellectual property, except any licences that we may require to perform our obligations to you, and for general development and commercialization of our Base Platform and Building Blocks.
- **Residuals.** We aren't prohibited or restricted from using any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms, or techniques retained in the unaided mental impressions of our personnel ("Residuals"), including without limitation any Residuals which we, individually or jointly, use, develop or learn in connection with performance of your Project, provided that in using Residuals, we comply with our confidentiality obligations to you. In other words, if we learn some general information about your Project while working with you, we are free to use that information retained in our memory.
- **Third-Party Materials.** Your Customised Customer Application may include or operate in conjunction with

Third-Party Materials. We'll tell you if any Deliverable requires or includes Third-Party Materials (either beforehand or when we deliver it). And we'll provide you: (a) a copy of all documentation and third-party licence agreements relating to such Third-Party Materials as are available to us; or (b) website or other information specifying where you can access this documentation and third-party licence agreements. All Third-Party Materials are provided according to the terms and conditions of the applicable third-party licence agreement. You shall comply with all such third-party licence agreements and if you breach them, we'll judge it as a material breach of this agreement.

- **Assignment of Your App.** You have the option to assign or transfer the Customer Application to third parties, subject to the conditions and licenses granted by us for the Building Blocks. However, please note that partial assignment or transfer of rights to parts of the Customer Application is not permitted. The Customer Application must be assigned as a unified whole, ensuring its integrity and intended functionality. It is important that any assignment or transfer of rights encompasses the complete Customer Application.

PROJECT MANAGEMENT AND UPDATES

Both of us shall maintain within our organisations a project manager who'll serve as a primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. You must ensure such a project manager is responsible for providing all day-to-day consents and approvals on your behalf. So your project manager must have the organisational authority, skill, experience and other qualifications to perform in this capacity. We'll use commercially reasonable efforts to maintain the same project manager in place for you, throughout your development and customization process.

At Builder.ai, our product managers are generally referred to as Productologists™ and our technical project managers are Ninjas™. We'll periodically update you on the status of your Project using our customer dashboard, Builder Home. Using Builder Home, you can collaborate with the assigned Productologist, Ninja, and other Builder.ai team members (collectively, the "Squad").

Builder Home is a dashboard where you can view your Buildcard's progress. For example, this dashboard has progress status, feature status, release updates, meeting details, account settings and details, including invoices and receipts, and a support mechanism through which all dependencies can be viewed and resolved both by you and the Squad. Our aim is to make communications and collaboration easy.

What can you do on Builder Home?

- Dashboard: view % progress, confidence index of the project, feature status, overall roadmap and status of phases
- To-dos/Queries/Bugs: view queries raised by Squad and action/comment, including ticket and bug support
- Details: view contact details for Squad, associated documents and important links related to your Buildcard
- Buildcard: view and review your Buildcard
- Account Management and Settings: enable account settings, including invoices and billing details.

Here are the different statuses of your Buildcard or Project – and what each one means:

Paid: You've paid your security deposit.

Unpaid: You've created a Buildcard but not made a security deposit payment.

Assigned: Your Buildcard is assigned to a Builder Squad.

Ongoing: You've had your kick-off meeting and your Project is in progress.

Paused: Your Project is paused due to development or billing issues.

Completed: Your Project has been delivered and productionised by the Squad.

Studio One: You've chosen ongoing support and maintenance through a Studio One plan.

While the above aid in our communication with you, payments or payment plans are not tied to progress of a Buildcard or Project. We may change the above Project states and statuses from time to time, as we improve and enhance our Services and operations.

SCHEDULE AND TIMELINE

Developing software is a complicated process that's difficult to predict and estimate, despite our best intentions. We understand that it can be frustrating when we overrun the estimated schedule. So here are a few key factors why a Buildcard or Project may be delivered later than expected.

Apps get more complicated the closer you look at them. All kinds of things can come up along the way that neither of us was expecting. You should buffer time into any estimated schedule provided by our team.

It's important that you understand the three axes of development: time, resources and scope. If you're creating a big app with a lot of features, it requires a lot of time, a lot of resources, or both. Want your app delivered quicker? Then you need to contact us to discuss restricting its scope. If your requirements change or you add more functionality, this affects your estimated delivery time and the workload required to complete your Buildcard. Lastly, we can't anticipate and won't foresee blockers that may affect the development of your app until they happen.

We take our duties and responsibilities seriously, so we make commercially reasonable efforts to complete your Project successfully by our estimated timeline. But we make no guarantee that we'll be able to complete it under that estimated timeline. Be aware that any comments or documentation about potential time frames and anything that refers to schedule or timeline – are estimates and opinions only.

INCIDENTAL AND THIRD-PARTY EXPENSES

You'll reimburse us for third-party expenses incurred in connection with your Project (for example, a connection fee to a third-party platform). If an estimate of incidental expenses is provided in your Buildcard, we won't exceed this estimate without your written consent. If no incidental expenses are provided, we'll seek your written approval before incurring these incidental expenses.

REFUND AND CANCELLATION

We follow a customer-first approach so you can feel confident about your association with us and the services we provide.

- If you wish to cancel a contract or account, notify us at least 30 days before the end of your term (email: cancelrequest@builder.ai). Upon cancellation and termination, we'll delete your Customer Data from our servers.
- Subscriptions are automatically renewed after each term.
- You can upgrade plans or add new features at any time; however, we don't refund any fees in the event we authorise a downgrade.
- If you stop using our Services or stop participating or collaborating with our team, we won't refund the fees paid by you for the remaining term, including outstanding balances or payment obligations.

Without limiting any other remedies, we may suspend, pause, cancel, or terminate your contract or account if we suspect that you've engaged in fraudulent activity in connection with the Services offered by us.

PAUSED AND TERMINATION

Pause a Project. If you owe any amount – under this or any other agreement with us – that's 30 days or more overdue, we may, without limiting our other rights and remedies, suspend your Project (see Pause above) until this amount is paid in full. However, you can't suspend a Project without our prior written approval.

Payment Upon Termination. Upon any termination, you'll pay any unpaid fees and expenses incurred on or before the termination date, including the remainder of any subscription fees of any purchased plan and any outstanding payment obligations. In the event that you terminate a Buildcard for cause, with our approval or consent, and you've prepaid any fees for your Project that you've not yet received, we'll refund your prepaid fees. If we terminate a Buildcard for cause, any prepaid fees for the Project charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in your Buildcard.

THIRD-PARTY LOAN DEFAULT AND REPAYMENT

If you default on a loan from a third-party lending partner associated with us, we reserve the right to pay off the loan or make one or more payments on the loan on your behalf. This step is taken to uphold the continuity and integrity of our business relationships and agreements with our financing and lending partners. However, our intervention should not be considered a waiver or forgiveness of the loan.

Upon our intervention and payment of the defaulted loan, you become directly liable to us for the full repayment of all payments made on your behalf. You acknowledge this liability and understand that your obligation to repay us becomes immediate and absolute.

Once we have paid the defaulted loan on your behalf, we will send an invoice detailing the full repayment amount. This amount must be paid within 30 days from the date of the invoice. Failure to comply with this payment deadline may result in additional interest, penalties, or fees.

You acknowledge and accept that if we do not receive the loan repayment amount within the specified 30-day period, the outstanding amount may be handed over to a collection agency for recovery efforts. This collection process could negatively affect your credit score and may involve legal action.

Furthermore, you agree that in the event of a default in payment and subsequent collection effort, all costs associated with the collection, including but not limited to collection agency fees, attorney fees, court costs, and any other related expenses, will be borne by you.

By agreeing to any financing terms from a third-party partner of Builder, you accept responsibility for the full repayment amount to us if you default on a loan from one of our third-party lending partners and we intervene to pay off the loan or make payment(s). You also understand and accept the potential repercussions of failing to fulfil this repayment obligation.

NON-SOLICITATION

You shall not, either directly or indirectly, recruit or solicit (other than by general advertisement) for employment or engagement as an independent contractor, anyone employed or engaged by us or any Subcontractor and involved in any respect with your Buildcard or Project.

NON-DISPARAGEMENT

You shall not disparage us during the terms of your engagement or contract with us. If you have an issue or concern with your experience, we welcome feedback and invite you to chat with us privately. For purposes of this section, “disparage” shall mean any negative statements, reviews, comments, or feedback, whether written or oral, about Builder and its services, products, employees, and partners.

CUSTOMER CONDUCT GUIDELINES

As part of our commitment to creating an optimal environment for collaboration, transparency, and mutual respect during the app development process and throughout the duration of your contract, we have outlined our expectations for customer conduct. We kindly request your adherence to the following guidelines:

- **Respectful Dialogue:** We value your thoughts and opinions. Please respect the views of others, promote a positive atmosphere, and foster healthy discussions. Disagreements are part of any process, but they should not disrupt the collaborative spirit.
- **Constructive Criticism:** If disagreements or criticisms arise, please express them constructively and respectfully. Abusive, dismissive, or disrespectful comments are unacceptable and do not contribute to a productive environment.
- **Language:** The language used in communication should be professional, respectful, and suitable for a workplace setting. Offensive, abusive, or inappropriate language will not be tolerated.
- **Discrimination:** We are committed to maintaining a respectful and inclusive environment. Any form of discrimination based on race, color, religion, gender, age, national origin, disability, marital status, sexual orientation, or any other protected class will not be tolerated.
- **Respect Intellectual Property:** Intellectual property rights are crucial in a creative environment. Please respect these rights and provide proper attribution when using others' works. Unauthorized use of copyrighted materials is prohibited.
- **Illegal Activities:** Any activities, communications, or postings that violate laws or regulations are strictly prohibited. Violations may be reported to the relevant law enforcement agencies and may result in immediate termination of the contract.
- **Spam and Advertising:** We aim to maintain a focused and goal-oriented communication channel. Unsolicited advertisements, spamming, or off-topic communications that disrupt the flow of conversation or project development are not allowed.
- **Confidentiality:** Confidentiality is a pillar of our operations. Please respect the privacy of others and do not communicate or spread personal or sensitive information without express consent. This includes, but is not limited to, proprietary business information, code, design documents, and personal details.

Failure to adhere to these guidelines can result in a range of actions, from warnings to termination of the contract, depending on the severity and frequency of the violations and at our sole discretion.

We believe that these guidelines will contribute to a more effective, respectful, and productive working relationship during our app development process.

CAPITALISED TERMS

Here, we explain what some of the terms used above mean:

“**Base Platform**” means the Builder Studio Store and Builder Studio Pro application development platform, on which our Services operate and where you can create Customer Applications. The Base Platform includes Building Blocks.

“**Building Blocks**” means Generic Tools owned by Builder.ai. Building Blocks are pre-existing intellectual property or background intellectual property owned by Builder.

“**Change Order**” means any change to a Buildcard, as applicable (described in the “Change Orders” section, above). Change Orders will be deemed incorporated by reference in the applicable Buildcard or executed amendment.

“**Customer Materials**” means all materials and information, including documents, data, specifications, software, content, and technology that are provided to us by you or on your behalf, but doesn’t include the Base Platform, Building Blocks, Services, the Buildcards, and Third-Party Materials.

“**Customised Customer Application**” means your Customer Application that incorporates your know-how or we customise for use only by you. For the avoidance of doubt, Customised Customer Application expressly does not include: (i) Generic Tools; (ii) the Base Platform; or (iii) other third-party materials licence or provided by or to us for use in performing Project.

“**Deliverable**” means a deliverable or release under a Buildcard.

“**Generic Tools**” includes, without limitation, any tools, software (in source code or object code), bots, algorithms, calculators, spreadsheets, architecture, modules, components, designs, utilities, objects, program listings, models, templates, methodologies, frameworks, routines, interfaces, screen designs, instructions, configurations, databases, data sets, and items of a similar nature, owned, licensed, or developed by Builder.ai (directly and/or through our affiliates, consultants, and/or subcontractors), whether in connection with or independently of the performance of your Project, and modifications, enhancements, and/or derivative works to all of the above, whether pre-existing or developed during the performance of your Project and delivery of Deliverables, including, without limitation, any modifications based on your feedback or based on the Project provided to you, and any copies or documentation relating to it.

“**Project**” means work performed by us, our Affiliates, or our respective permitted subcontractors under a Buildcard, including the provision of any Deliverables specified in that Buildcard, to create a Customised Customer Application.

“**Buildcard**” means a statement of work describing a Project to be provided, that’s entered into between you and us or any of our Affiliates.

“**Third-Party Materials**” means materials and information, in any form or medium, including any software (including open source software), documents, data, content, specifications, products, equipment, or components of or relating to the Customised Customer Application that are not proprietary to Builder.ai.

CHANGES TO POLICY

We may change this Policy by posting an updated version of it – this updated Policy will be effective as soon as we post it.

Last Updated: July 12, 2023